



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



October 1, 2013

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

Sole Source

REQUESTED ACTION

1) Authorize the Office of Energy and Planning (OEP) to enter into a **SOLE SOURCE** contract with Southern New Hampshire Services, Inc. (VC #177198), Manchester, NH in the amount of \$188,500.00 for the repair or replacement of malfunctioning heating systems in low-income households receiving weatherization services, effective October 16, 2013 through September 30, 2014, upon approval of Governor and Executive Council. 100% Federal Funds (US DHHS/LIHEAP).

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:

<u>Office of Energy & Planning, Fuel Assistance</u>	<u>FY 2014</u>	<u>FY 2015</u>
01-02-02-024010-77050000	\$141,375.00	\$47,125.00
074 500587 Grants for Pub Assist & Relief		

2) Further request authorization to advance to the vendor \$62,205.00 of the above-referenced contract amount.

EXPLANATION

This contract is **SOLE SOURCE** because although the Heating Repair and Replacement Program (HRRP) is funded by the US Department of Health and Human Services, it is implemented in coordination with the U.S. Department of Energy's (US DOE) Weatherization Assistance Program. The Weatherization Program is delivered by the New Hampshire Community Action Agencies (CAAs), as they have preferred status under US DOE grant guidance due to their nonprofit status, their role providing a range of services to clients eligible for weatherization, and their historical performance in delivering the Weatherization Program.

OEP is responsible for administering both the Weatherization Program and the HRRP. The objective of Weatherization is to reduce energy consumption and the impact of energy costs in low-income households. Priority is given to the elderly, disabled, households with infant children, and households with high-energy usage. The HRRP funds provide important repairs or heating system replacements to eligible families whose heating systems have failed or require repair in order to operate safely. Each year dozens of heating systems are repaired or replaced, providing much needed heat to low income families, and often enabling weatherization improvements to their homes.

G&C 10/16/13

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

Her Excellency, Governor Margaret Wood Hassan
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The advance of funds will allow the CAAs to respond quickly when the need arises for a heating system repair or replacement, so that they can pay contractors and vendors in advance of receiving monthly reimbursements from the State. Smaller contractors often do not have the capital to carry expenses for extended periods of time, and the CAAs often do not have other funds sufficient to pay the contractors before monthly reimbursement is received.

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

Respectfully submitted,



Meredith A. Hatfield
Director

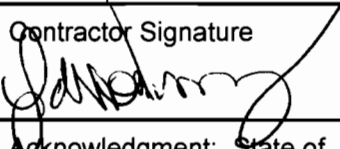
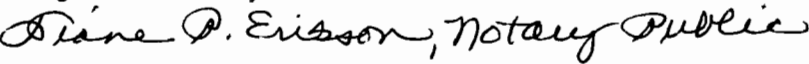
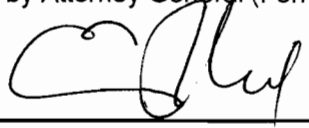
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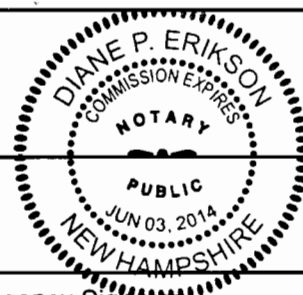
Enclosures

Subject: Southern New Hampshire Services, Inc. – HRRP 13**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 Southern New Hampshire Services, Inc.		1.4 Contractor Address PO Box 5040, Manchester, NH 03108	
1.5 Contractor Phone No (603) 668-8010	1.6 Account Number 01-02-02-024010-77050000-500587 02HRRP13A	1.7 Completion Date September 30, 2014	1.8 Price Limitation \$188,500.00
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 Gale F. Hennessy, Executive Director	
1.13 Acknowledgment: State of <u>New Hampshire</u> County of <u>Hillsborough</u> On <u>9/27/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [SEAL]			
1.13.2 Name and Title of Notary Public or Justice of the Peace Diane P. Erikson, Executive Assistant, Southern New Hampshire Services			
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>10-1-13</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or 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.

New Hampshire Office of Energy and Planning

EXHIBIT A

Scope of Services

1. The Low Income Home Energy Assistance Program (LIHEAP) weatherization contract term is from October 16, 2013, through September 30, 2014.
2. The Contractor agrees to perform Heating Repair and Replacement (HRRP) and/or Building Weatherization Program (BWP) Weatherization Services, and all such Services and other work necessary to operate said Services for 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, when applicable in accordance with the Low Income Home Energy Assistance Program Federal regulations 45 CFR 96; and in accordance with the provisions and procedures contained in the most recent New Hampshire Weatherization Program (NHWP) State Plan, NHWP Policies and Procedures Manual and 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 NHWP Policies and Procedures Manual. The Contractor agrees to alter the Program procedures in accordance with a SG, SN, or other instructions.

3. The Contractor agrees to perform Weatherization Services as identified in Exhibit "B" as HRRP and/or BWP on the number of units proposed in the Management Plan submitted to and approved by OEP according to the standards outlined in the most recent NHWP Policies and Procedures Manual. The Management Plan shall be submitted to OEP within thirty days of Governor and Council contract approval.
 - a) Unit production, the number of heating systems repaired or replaced and the amount of funds to be expended shall conform with the Management Plan approved by OEP. Best efforts should be made to expend all funds within the allotted contract period. Deviations of more than 20% from expected production goals in any given quarter may result in a reduction of the contract amounts and a reallocation of funds to other contractors. Reallocations will occur at OEP's discretion.
 - b) HRRP funds shall only be used for the repair or replacement of heating and heating distribution systems, domestic hot water systems and associated repairs necessary to perform said heating system or distribution repairs and shall be repaired or replaced as described in the most recent NHWP Policies and Procedures Manual. Any units determined not to meet minimum program standards shall be improved to meet said standards within thirty days of notification or the costs associated with such unit will be disallowed by OEP and the unit will not count as a production completion.
 - c) BWP funds, when available, are to be used for weatherization activities in accordance with all NHWP standards as identified in Part 2, above.
4. This agreement consists of the following documents: Exhibits A, B, C, D, E, F, G, H, I, and J, which are all incorporated herein by reference as if fully set forth herein.

New Hampshire Office of Energy and Planning

EXHIBIT B

Methods and Conditions of Payment

In consideration of the satisfactory performance of the Services set forth in Exhibit A, the State agrees to pay the Contractor, Southern New Hampshire Services, Inc., up to the total sum of:

\$188,500.00	(which hereinafter is referred to as the "Grant"), of which
\$ 9,424.00	is to be spent on HRRP related administrative costs,
\$ 62,205.00	will be issued as a cash advance for HRRP production.

Cash advances will be distributed as soon as possible but not before the funds are available federally, by and for the State.

Drawdowns from the total contracted amount will be paid to the Contractor only after written documentation of cash need with supporting documentation as identified in the NHWP Policies and Procedures Manual is submitted to OEP. Disbursement of the Grant shall be made in accordance with the procedures established by the State and as detailed in the most recent NHWP Policies and Procedures Manual.

Administrative costs are provided in exchange for 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.

OEP will also be allowed, as a function of its administrative oversight, to modify contracted budget amounts as necessary and identified in Exhibit "A" part 3(a) to ensure the efficient and effective operation of the Grant as long as these modified expenditures do not exceed the "Grant" total amount as specified above.

New Hampshire Office of Energy and Planning

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 Program (NHWP) State Plan, NHWP Policies and Procedures Manual, and NHWP Field Guide are all considered part of this contract by inclusion and shall be legally binding and enforceable documents under this contract. The Office of Energy and Planning (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 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, 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 OEP to the Contractor shall allow OEP, DOE, Health and Human Services, 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 this contract for the purpose of making audits, examinations, excerpts, and transcription."

4. The costs charged under this contract shall be determined as allowable under the cost principles detailed in the DOE Financial Assistance Rules 10 CFR 600.127 and OMB Circular A-122.
5. Program and financial records pertaining to this contract shall be retained by OEP and 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)
6. The following paragraphs shall be added to the general provisions:

“22. 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.”

“23. 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.

“24. 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.”

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

7. The language in paragraph 14.1.1 of the general provisions will be modified as follows:

“14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate and excess liability of \$5,000,000 general aggregate.”

New Hampshire Office of Energy and Planning

STANDARD EXHIBIT D

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

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

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

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

Director, New Hampshire Office of Energy and Planning,
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 GRANTEEES 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.

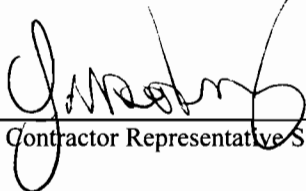
Place of Performance (street address, city, county, State, zip code) (list each location)
40 Pine Street, Manchester, Hillsborough County, NH 03103

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

Southern New Hampshire Services, Inc.
Contractor Name

October 16, 2013 thru September 30, 2014
Period Covered by this Certification

Gale F. Hennessy, Executive Director
Name and Title of Authorized Contractor Representative



Contractor Representative Signature

Date

9-27-13

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):

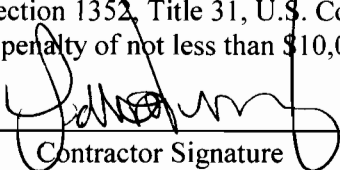
Community Services Block Grant
Low-Income Home Energy Assistance Program
Senior Community Services Employment Program
Weatherization Program

Contract Period: October 16, 2013 through September 30, 2014

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

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

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


Contractor Signature

Gale F. Hennessy, Executive Director
Contractor's Representative Title

Southern New Hampshire Services, Inc.
Contractor Name

9-27-13
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 Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, 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***

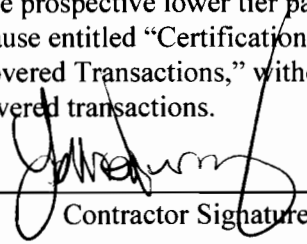
- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 -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

Gale F. Hennessy , Executive Director
Contractor's Representative Title

Southern New Hampshire Services, Inc.

9-27-13

Contractor Name

Date

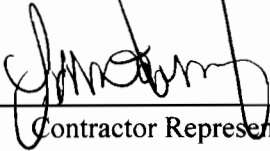
New Hampshire Office of Energy and Planning

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:

1. 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

Gale F. Hennessy , Executive Director

Contractor's Representative Title

Southern New Hampshire Services, Inc.

Contractor Name

9-27-17

Date

New Hampshire Office of Energy and Planning

STANDARD EXHIBIT H

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

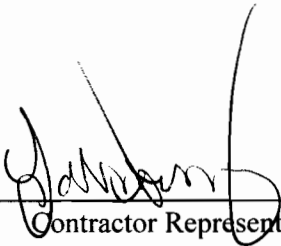
Public Law 103-227, Part C Environmental Tobacco Smoke, also known as the "Pro-Children Act of 1994," requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, 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 this 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

Gale F. Hennessy, Executive Director

Contractor's Representative Title

Southern New Hampshire Services, Inc.

Contractor Name

9-27-15

Date

New Hampshire Office of Energy and Planning

STANDARD EXHIBIT I

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES 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 Health and Human Services, 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.

Southern New Hampshire Services, 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 Health and Human Services, 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 Health and Human Services.

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 Health and Human Services. 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 Health and Human Services 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 Health and Human Services regarding programs and activities developed by the Applicant from the use of Federal assistance funds extended by the Department of Health and Human Services. 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 Health and Human Services specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Civil Rights, U.S. Department of Health and Human Services.

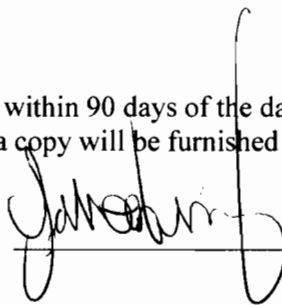
This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Applicants by the Department of Energy, including installment 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 HHS).

Gale F. Hennessy, Executive Director

Signature



Date

9-27-13

Southern New Hampshire Services, Inc.
40 Pine Street, PO Box 5040, Manchester, NH 03108
603-668-8010

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.

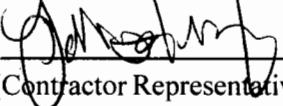
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the New Hampshire Office of Energy and Planning must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 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.

 (Contractor Representative Signature)	Gale F. Hennessy, Executive Director (Authorized Contractor Representative Name & Title)
Southern New Hampshire Services, Inc. (Contractor Name)	11-27-13 (Date)

Contractor initials: GH
Date: 11-27-13
Page 1 of 2
CFDA: 93.568 Grant: G-13B1NHLIEA

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: 088584065

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

 X 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

 X 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:

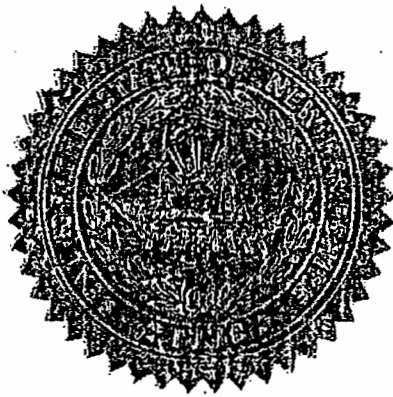
Page 2 of 2

CFDA: 93.568 Grant: G-13B1NHLIEA

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 SOUTHERN NEW HAMPSHIRE SERVICES INC. is a New Hampshire nonprofit corporation formed May 28, 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 1st day of April 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, Nancy Guthrie, Clerk/Secretary of Southern New Hampshire Services, 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 9/27/12, such authority
(date)
to be in force and effect until 9/30/14.
(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:

<u>Gale F. Hennessy</u> (name)	<u>Executive Director</u> (position)
<u>Michael O'Shea</u> (name)	<u>Fiscal Officer</u> (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
27th day of September, 2013.

Nancy Guthrie
Clerk/Secretary

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this 27th day of September, 2013, before me, the above signed Officer personally appeared who
acknowledged her/himself to be the Secretary of Southern NH Services, 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.

Diane P. Erikson
Notary Public/Justice of the Peace

Commission Expiration Date:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/7/2013

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 Ins-Manchester 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 Southern NH Services P.O. Box 5040 Manchester NH 03108		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Ins Co INSURER B: MEMIC Indemnity Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 11030	

COVERAGES CERTIFICATE NUMBER: 12-13 All lines REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Employee Benefits ☒ Professional Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC		PHPK959421	12/31/2012	12/31/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS		PHPK959421	12/31/2012	12/31/2013	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	
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$		PHUB406269	12/31/2012	12/31/2013	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$	
	B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	3102801290 (3a.) ME & NH All officers included	12/31/2012	12/31/2013	☒ 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 Crime			PHPK959421	12/31/2012	12/31/2013	Fidelity \$250,000

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.

CERTIFICATE HOLDER

CANCELLATION

NH Office of Energy & Planning
Johnson Hall
107 Pleasant Street
Concord, NH 03301

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/JSC

Southern New Hampshire Services, Inc.

**Independent Auditors' Report
And
Management's Financial Statements**

July 31, 2012

Ron L. Beaulieu & Company

CERTIFIED PUBLIC ACCOUNTANTS

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

JULY 31, 2012

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Ron L. Beaulieu & Company

CERTIFIED PUBLIC ACCOUNTANTS

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INDEPENDENT AUDITORS' REPORT

April 30, 2013

To the Board of Directors of
Southern New Hampshire Services, Inc.
Manchester, New Hampshire

We have audited the accompanying combined statements of financial position of Southern New Hampshire Services, Inc., as of July 31, 2012 and 2011 and the related combined statements of activities, functional expenses, and cash flows for the years then ended. These combined financial statements are the responsibility of Southern New Hampshire Services, Inc.'s management. Our responsibility is to express an opinion on these combined 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 audits to obtain reasonable assurance about whether the combined financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the combined financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the financial position of Southern New Hampshire Services, Inc. as of July 31, 2012 and 2011, and the changes in its 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 April 30, 2013, on our consideration of Southern New Hampshire Services, 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 audits.

Ron L. Beaulieu & Co.
Certified Public Accountants

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
COMBINED STATEMENTS OF FINANCIAL POSITION
JULY 31,

	<u>2012</u>	<u>2011</u>
ASSETS		
CURRENT ASSETS		
Cash	\$ 6,278,621	\$ 5,427,314
Investments	2,560,800	2,198,292
Contracts receivable (net)	3,544,555	5,204,746
Accounts receivable (net)	38,961	332,885
Prepaid expenses	286,022	323,053
Total current assets	<u>12,708,959</u>	<u>13,486,290</u>
FIXED ASSETS		
Land	6,110,865	5,185,679
Buildings and improvements	64,963,007	61,189,023
Vehicles and equipment	2,054,043	1,946,917
Construction in progress	3,130,363	159,500
Total fixed assets	<u>76,258,278</u>	<u>68,481,119</u>
Less - accumulated depreciation	<u>(18,512,172)</u>	<u>(17,005,299)</u>
Net fixed assets	<u>57,746,106</u>	<u>51,475,820</u>
OTHER ASSETS		
Restricted cash	3,690,350	3,062,627
Miscellaneous other assets	438,349	298,844
Total other assets	<u>4,128,699</u>	<u>3,361,471</u>
TOTAL ASSETS	<u><u>\$ 74,583,764</u></u>	<u><u>\$ 68,323,581</u></u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	\$ 534,375	\$ 642,582
Accrued payroll and payroll taxes	489,653	520,066
Accrued compensated absences	700,421	758,027
Accrued other liabilities	538,991	272,512
Deferred revenue	2,955,714	3,396,775
Over applied overhead	402,758	388,599
Tenant security deposits	272,432	265,336
Current portion of long-term debt	185,875	172,602
Total current liabilities	<u>6,080,219</u>	<u>6,416,499</u>
LONG-TERM DEBT , less current portion	<u>65,367,786</u>	<u>58,720,030</u>
TOTAL LIABILITIES	<u>71,448,005</u>	<u>65,136,529</u>
NET ASSETS		
Unrestricted	<u>3,135,759</u>	<u>3,187,052</u>
TOTAL LIABILITIES AND NET ASSETS	<u><u>\$ 74,583,764</u></u>	<u><u>\$ 68,323,581</u></u>

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

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
COMBINED STATEMENTS OF ACTIVITIES
YEARS ENDED JULY 31,

	<u>2012</u>	<u>2011</u>
REVENUES		
Grant/contract support	\$ 39,204,276	\$ 35,014,866
Program service fees	773,869	263,104
Local funding	261,222	70,574
Rental income	6,455,382	6,051,491
Gifts and contributions	211,906	333,403
Special events and activities	-	26,436
Memberships	-	22,983
Interest income	5,229	14,818
Unrealized gain (loss) on investments	16,620	160,288
Revenue from commercial products	-	8,993
In-kind	1,151,924	1,034,912
Transfer from RCA Acquisition	(99,592)	1,582,641
Miscellaneous	1,792,784	1,368,799
TOTAL REVENUES	<u>49,773,620</u>	<u>45,953,308</u>
EXPENSES		
Program services:		
Child Development	7,559,285	6,169,774
Community Services	1,401,685	1,525,600
Economic and Workforce Development	10,547,632	10,254,199
Energy	16,080,759	13,683,598
Hispanic-Latino Community Services	664,332	437,761
Housing and Homeless	229,264	75,163
Nutrition and Health	2,527,568	1,660,271
Special Projects	666,624	617,939
Volunteer Services	116,397	181,568
SNHS Management Corporation	1,728,474	1,202,170
Housing Corporations	6,586,162	6,406,742
Total program services	<u>48,108,182</u>	<u>42,214,785</u>
Support services:		
Management and general	1,716,731	1,515,390
TOTAL EXPENSES	<u>49,824,913</u>	<u>43,730,175</u>
INCREASE (DECREASE) IN NET ASSETS	(51,293)	2,223,133
NET ASSETS - AUGUST 1	<u>3,187,052</u>	<u>963,919</u>
NET ASSETS - JULY 31	<u><u>\$ 3,135,759</u></u>	<u><u>\$ 3,187,052</u></u>

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

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
COMBINED STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JULY 31, 2012

	Program Services						
	Child Development	Community Services	Economic Workforce Development	Energy	Hispanic-Lat. Community Services	Housing and Homeless	Nutrition and Health
Payroll	\$ 3,825,075	\$ 787,270	\$ 2,143,949	\$ 1,546,140	\$ 421,040	\$ 91,718	\$ 1,159,479
Payroll taxes	398,438	70,054	203,061	158,257	48,567	9,885	120,135
Fringe benefits	890,191	109,347	320,184	325,678	40,891	13,274	183,242
Workers comp. insurance	31,080	3,260	4,504	8,675	2,497	935	14,817
Retirement benefits	191,076	62,962	107,908	82,722	8,433	833	51,764
Consultant and contractual	75,791	56,715	4,100,891	3,369,663	39,895	27,638	50,753
Travel and transportation	70,245	12,042	70,789	74,138	24,722	5,330	73,995
Conferences and meetings	2,329	16,569	3,998	15,543	3,217	-	939
Occupancy	444,161	34,853	876,461	97,123	21,829	4,518	131,347
Advertising	1,559	-	2,400	310	259	-	4,250
Supplies	169,401	10,460	30,242	46,387	9,688	-	79,614
Equip. rentals and maintenance	32,048	14,386	208,000	19,125	(220)	1	11,207
Insurance	20,692	52,304	3,770	27,854	113	-	10,285
Telephone	57,684	32,916	49,720	43,738	7,144	1,074	44,620
Postage	5,838	1,175	5,806	41,881	447	423	5,883
Printing and publications	8,958	585	1,039	43	2,149	-	-
Subscriptions	-	2,318	-	-	-	-	-
Program support	-	44,710	4,755	-	4,250	39,227	-
Interest	15,706	-	-	-	-	-	-
Depreciation	26,746	2,708	5,858	20,337	2,609	-	14,444
Amortization	-	-	-	-	-	-	-
Assistance to clients	5,769	-	2,103,840	10,164,607	200	29,543	247,078
Other direct expense	98,568	33,741	299,220	37,490	-	-	319,808
Miscellaneous	36,006	53,310	1,237	1,048	26,602	4,865	3,908
In-kind	1,151,924	-	-	-	-	-	-
Loss on disposal of assets	-	-	-	-	-	-	-
Indirect costs	-	-	-	-	-	-	-
TOTAL	\$ 7,559,285	\$ 1,401,685	\$ 10,547,632	\$ 16,080,759	\$ 664,332	\$ 229,264	\$ 2,527,568

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

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
COMBINED STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JULY 31, 2012

	Program Services					Support Services	
	Special Projects	Volunteer Services	SNHS Management Corporation	Housing Corporations	Total Program Services	Management and General	Total Expenses
Payroll	\$ 94,029	\$ 82,042	\$ 371,332	\$ 1,341,642	\$ 11,863,716	\$ 1,081,576	\$ 12,945,292
Payroll taxes	8,790	7,659	37,974	133,349	1,196,169	90,219	1,286,388
Fringe benefits	5,875	14,437	80,229	277,691	2,261,039	145,438	2,406,477
Workers comp. insurance	912	172	5,811	38,192	110,855	6,401	117,256
Retirement benefits	8,035	4,290	27,788	89,313	635,124	92,451	727,575
Consultant and contractual	463,877	237	230,706	175,649	8,591,815	114,264	8,706,079
Travel and transportation	4,188	706	111,390	20,336	467,881	18,970	486,851
Conferences and meetings	15,101	-	49,899	3,975	111,570	4,889	116,459
Occupancy	7,736	-	303,212	2,312,366	4,233,606	70,232	4,303,838
Advertising	-	-	-	1,782	10,560	-	10,560
Supplies	1,027	1,978	8,876	35,203	392,876	33,998	426,874
Equip. rentals and maintenance	765	128	(20,716)	2,049	266,773	1,359	268,132
Insurance	-	936	30,877	382,292	529,123	9,705	538,828
Telephone	1,951	2,110	11,571	64,060	316,588	14,375	330,963
Postage	28	971	1,333	6,420	70,205	19,258	89,463
Printing and publications	4,880	350	685	-	18,689	-	18,689
Subscriptions	-	-	295	-	2,613	-	2,613
Program support	-	-	105,285	-	198,227	-	198,227
Interest	-	-	48,355	205,972	270,033	-	270,033
Depreciation	6,000	-	230,651	1,411,377	1,720,730	626	1,721,356
Amortization	-	-	-	6,809	6,809	-	6,809
Assistance to clients	42,309	106	44,948	-	12,638,400	-	12,638,400
Other direct expense	-	152	349	15,841	805,169	1,381	806,550
Miscellaneous	1,121	123	13,735	5,343	147,298	22,637	169,935
In-kind	-	-	-	-	1,151,924	-	1,151,924
Loss on disposal of assets	-	-	33,889	56,501	90,390	-	90,390
Indirect costs	-	-	-	-	-	(11,048)	(11,048)
TOTAL	\$ 666,624	\$ 116,397	\$ 1,728,474	\$ 6,586,162	\$ 48,108,182	\$ 1,716,731	\$ 49,824,913

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

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
COMBINED STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JULY 31, 2011

	Program Services						
	Child Development	Community Services	Economic Workforce Development	Energy	Hispanic-Lat. Community Services	Housing and Homeless	Nutrition and Health
Payroll	\$ 3,128,764	\$ 862,834	\$ 2,045,485	\$ 1,313,574	\$ 263,081	\$ 49,391	\$ 816,761
Payroll taxes	304,278	74,031	183,534	126,616	28,005	5,175	81,987
Fringe benefits	698,413	119,913	282,074	263,937	27,601	12,841	124,866
Workers comp. insurance	25,466	5,086	4,318	8,193	1,306	727	10,036
Retirement benefits	133,923	54,141	99,129	72,854	3,378	-	27,621
Consultant and contractual	59,869	63,742	4,459,078	3,243,045	23,336	209	18,585
Travel and transportation	38,605	25,320	61,809	74,496	14,453	2,167	44,376
Conferences and meetings	657	14,218	7,402	19,116	385	-	675
Occupancy	378,874	26,197	753,931	65,653	49,369	1,906	105,370
Advertising	2,894	2,143	766	3,322	-	-	4,154
Supplies	142,912	30,605	50,537	36,706	2,716	43	49,877
Equip. rentals and maintenance	18,806	5,073	25,022	35,118	544	-	17,397
Insurance	8,065	46,252	2,227	20,669	-	-	5,709
Telephone	39,877	23,154	53,915	34,280	6,222	1,185	30,375
Postage	3,609	1,675	2,541	36,373	119	-	3,283
Printing and publications	6,445	5,630	-	1,103	699	-	-
Subscriptions	-	2,443	-	-	-	-	-
Program support	-	76,923	325	-	-	-	-
Interest	17,368	-	-	-	-	-	-
Depreciation	34,559	5,609	6,357	15,216	2,706	-	15,578
Amortization	-	-	-	-	-	-	-
Assistance to clients	520	-	1,845,643	8,292,950	-	1,452	55,553
Other direct expense	85,881	28,051	366,004	19,672	-	-	242,392
Miscellaneous	5,077	52,560	4,102	705	13,841	67	5,676
In-kind	1,034,912	-	-	-	-	-	-
Loss on disposal of assets	-	-	-	-	-	-	-
Indirect costs	-	-	-	-	-	-	-
TOTAL	\$ 6,169,774	\$ 1,525,600	\$ 10,254,199	\$ 13,683,598	\$ 437,761	\$ 75,163	\$ 1,660,271

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

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
COMBINED STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JULY 31, 2011

	Program Services				Total Program Services	Services Management and General	Total Expenses
	Special Projects	Volunteer Services	SNHS Management Corporation	Housing Corporations			
Payroll	\$ 103,320	\$ 126,251	\$ 296,670	\$ 1,282,081	\$10,288,212	\$ 875,409	\$11,163,621
Payroll taxes	10,530	11,912	20,375	122,230	968,673	69,097	1,037,770
Fringe benefits	4,660	16,057	48,600	263,513	1,862,475	106,749	1,969,224
Workers comp. insurance	1,132	265	3,671	36,365	96,565	4,701	101,266
Retirement benefits	7,765	6,289	18,590	90,011	513,701	79,898	593,599
Consultant and contractual	395,055	5,100	75,990	169,477	8,513,486	120,763	8,634,249
Travel and transportation	5,888	2,103	117,651	19,902	406,770	7,421	414,191
Conferences and meetings	25,098	90	40,054	2,831	110,526	844	111,370
Occupancy	7,156	-	207,801	2,220,267	3,816,524	56,158	3,872,682
Advertising	-	-	-	1,401	14,680	765	15,445
Supplies	588	2,545	2,819	28,091	347,439	30,411	377,850
Equip. rentals and maintenance	218	170	36,511	2,663	141,522	584	142,106
Insurance	-	1,843	21,902	365,833	472,500	6,253	478,753
Telephone	2,359	2,286	6,615	54,994	255,262	9,778	265,040
Postage	174	1,735	538	5,778	55,825	16,046	71,871
Printing and publications	4,700	447	-	-	19,024	1,447	20,471
Subscriptions	-	-	-	-	2,443	-	2,443
Program support	-	-	-	-	77,248	-	77,248
Interest	-	-	43,248	207,648	268,264	-	268,264
Depreciation	6,000	-	193,550	1,512,895	1,792,470	626	1,793,096
Amortization	-	-	-	5,644	5,644	-	5,644
Assistance to clients	41,190	-	44,435	-	10,281,743	-	10,281,743
Other direct expense	-	586	25	3,806	746,417	3,941	750,358
Miscellaneous	2,106	3,889	23,125	6,741	117,889	853	118,742
In-kind	-	-	-	-	1,034,912	-	1,034,912
Loss on disposal of assets	-	-	-	4,571	4,571	-	4,571
Indirect costs	-	-	-	-	-	123,646	123,646
TOTAL	\$ 617,939	\$ 181,568	\$ 1,202,170	\$ 6,406,742	\$42,214,785	\$ 1,515,390	\$43,730,175

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

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
COMBINED STATEMENTS OF CASH FLOWS
YEARS ENDED JULY 31,

	2012	2011
OPERATING ACTIVITIES		
Change in net assets	\$ (51,293)	\$ 2,223,133
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	1,721,356	1,793,096
Amortization	6,809	5,644
Loss on disposal of assets	90,390	4,571
Unrealized (gain) loss on investments	(16,620)	(160,288)
Changes in operating assets and liabilities:		
(Increase) decrease in contracts receivable	1,660,191	(2,440,432)
(Increase) decrease in accounts receivable	293,924	(257,339)
(Increase) decrease in prepaid expenses	37,031	(35,770)
Increase (decrease) in accounts payable	(108,207)	(1,492,533)
Increase (decrease) in accrued payroll and payroll taxes	(30,413)	81,594
Increase (decrease) in accrued comp. absences	(57,606)	236,912
Increase (decrease) in accrued other liabilities	266,479	(74,429)
Increase (decrease) in deferred revenue	(441,061)	617,486
Increase (decrease) in over applied overhead	14,159	135,652
Increase (decrease) in tenant security deposits	7,096	48,309
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	3,392,235	685,606
INVESTING ACTIVITIES		
Purchase of fixed assets	(8,082,032)	(4,583,565)
Purchase of investments	(345,888)	(404,112)
Proceeds from sale of investments	-	-
Deposit to restricted cash accounts	(627,723)	(322,823)
Other financing activities	(146,314)	(142,554)
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	(9,201,957)	(5,453,054)
FINANCING ACTIVITIES		
Proceeds from long-term debt	7,787,152	3,688,047
Payments on long-term debt	(1,126,123)	(165,891)
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	6,661,029	3,522,156
INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	851,307	(1,245,292)
CASH AND CASH EQUIVALENTS - AUGUST 1	5,427,314	6,672,606
CASH AND CASH EQUIVALENTS - JULY 31	\$ 6,278,621	\$ 5,427,314
 SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid during the year for:		
Interest	\$ 270,033	\$ 268,264

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

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

PO Box 5040, Manchester, NH 03108 - (603)668-8010

The Community Action Agency for Hillsborough and Rockingham Counties

BOARD OF DIRECTORS ~ SEPTEMBER 2013

Public Sector	Private Sector	Low-Income Sector	HS Policy Council
<u>Representing Manchester</u> Lou D'Allesandro Peter Ramsey	<u>Representing Manchester</u> German J. Ortiz Term: 9/12-9/15 Sarah Jacobs Term: 9/11-9/14	<u>Representing Manchester</u> James Brown Term: 9/12-9/15 Nancy Guthrie, Secretary Term: 9/12-9/15	Esther Brallsford Term: 3/13-12/13
<u>Representing Nashua</u> Constance J. Erickson, Treasurer Arthur T. Craffey, Jr.	<u>Representing Nashua</u> Dolores Bellavance, Vice-Chairman Term: 9/12-9/15 Wayne R. Johnson Term: 9/12-9/15	<u>Representing Nashua</u> Janet Allard Term: 9/11-9/14 Shirley Pelletier Term: 6/12-9/14	
<u>Representing Towns</u> Thomas Mullins Linda T. Foster	<u>Representing Towns</u> Richard Delay, Sr., Chairman Term: 9/12-9/15 Mary M. Moriarty Term: 9/12-9/15	<u>Representing Towns</u> Martha Verville Term: 9/13-9/16 Deidre O'Malley Term: 9/13-9/16	
<u>Representing Rockingham County</u> Donna Schlachman Jill McLaughlin	<u>Representing Rockingham County</u> Thomas Meissner Term: 9/11-9/14 Dan McKenna Term: 12/11-9/14	<u>Representing Rockingham County</u> Patti Ott Term: 9/13-9/16 Patricia Ryan Term: 9/13-9/16	

Southern New Hampshire Services, Inc.

**WEATHERIZATION ASSISTANCE PROGRAM CONTRACT - HRRP
FOR THE PERIOD OCTOBER 16, 2013, TO SEPTEMBER 30, 2014**

KEY PERSONNEL

	<u>Salary</u>
Ryan Clouthier Energy Director	\$ 84,411.60
Gale F. Hennessy Executive Director	\$183,000.00

Ryan Clouthier

OBJECTIVE

Seeking a position which will allow me the opportunity to utilize and build upon my analytical, technical, construction, management and customer service skills, while at the same time allowing me to further my education.

WORK HISTORY

2013-Present Southern New Hampshire Services

Energy Director - Responsible for coordination, implementation, budgeting, overall supervision and management of the Fuel and Electric Assistance Programs, Crisis Programs, Weatherization Program, Lead Hazard Control Program, and YouthBuild Program for Hillsborough and Rockingham Counties. Developed and Maintain relationships with federal, state and local grantors. Intervened on behalf of the Community Action Association pertaining to the Core Energy Efficiency Programs. Maintains a strong working relationships with OCA, NH Legal Assistance, Office of Energy and Planning, DOE, Liberty Energy, PSNH, NHEC, Unittel, NHHFA, NREL, Apprise and other local non-profit and private companies in the industry. Participates in multiple Healthy Home strategic planning committees.

2006-2013 New Hampshire Services

Weatherization Director: Responsible for coordination, implementation, budgeting, overall supervision and management of the Weatherization, Lead Abatement, and YouthBuild Programs for Hillsborough and Rockingham Counties. Developed and Maintain relationships with federal, state and local grantors. Intervened on behalf of the Community Action Association during the merge of Liberty Energy and National Grid Gas along with filings pertaining to the Core Energy Efficiency Programs. Developed strong working relationships with OCA, NH Legal Assistance, Office of Energy and Planning, DOE, Liberty Energy, PSNH, NHEC, Unittel, NHHFA, NREL, Apprise and other local non-profit and private companies in the industry. Served on the Department of Energy special task force designed to implement a National Best Practices Manual for Weatherization Energy Auditor. Participated in a "One Touch" pilot effort which became a statewide practice and has received national recognition.

2004-2006 Southern New Hampshire Services

Energy Auditor: Responsible for performing field energy audits of low income residential properties; record the data in written and computerized formats to determine cost effectiveness of conservation measures needed; generate work order specs for the contractors. Conduct proper follow through and field inspections to assure quality installations and client satisfaction.

July 2002-August 2003: Genuity

Network Analyst: Responsible for monitoring the Genuity Dial up network Supporting AOL Domestic and International subscribers. Responsibilities include isolating and troubleshooting problems and configuration issues, on different types of Cisco routers, Lucent APX's, MAX's, and Nortel CVX's. Troubleshooting consists of isolating problems through head to head testing with different Telco's. Also responsible for creating, troubleshooting, and closing tickets in a group ticketing queue. Demonstrated strengths in the area of interpersonal skills and negotiation.

January 2000-July 2002: Genuity

Telco Analyst for ADSL backbone provisioning: Responsible for processing clean accurate orders in a timely fashion. Also responsible for meeting circuit delivery dates dependent upon market focus, and providing email notification to my group from other organizations mailing lists, if information pertains to my group. Also responsible for maintaining and updating multiple databases prior to handoff of individual orders.

February 2000-January 2001: Genuity

Data Analyst for Layer 3 Provisioning: Responsible for providing clean information to other organizations with emphasis on data integrity. Also for ensuring all data in multiple databases are accurate as well as complete. Create and generate reports from CTS, Magma, Vantive, and Access. Other tasks included cleanup of mismatched circuits, reporting on missing information, and tracking and receiving retro for disconnected circuits. Proficient in the use of BRIO as a query tool. Correspond with Vendors to resolve data integrity and/or Order issues.

1997-2000: MVP Sports

Sales Associate: Responsible for shipping and receiving, inventory, customer sales, mechanical repair on specific lines of sports equipment, customer order tracking, consulting with customer and advising of most cost effective product to meet customer needs. Also serve on MVP Sports Safety Committee.

July 1997-Sept. 1997: Mark One Services

Trouble shoot, repair, refurbish, and test a wide variety of life support medical equipment to ensure published performance and safety specifications are met or exceeded. Other responsibilities included shipping and receiving, grounds maintenance, and other duties as assigned.

EDUCATION

2000 - NH Community Technical College (Evening classes)

1994-1998: Dover High School

1989-1994: Barrington Middle School

1985-1989: Barrington Elementary School

Other: Weatherization written and field certification, multiple national and regional weatherization best practices trainings. Intro to Cisco routers, T1 and T3 design and troubleshooting training, ATM and Frame Relay network design training, LAN and WAN training, OC3, OC48, and OC192 design and troubleshooting training, BPI Energy Analyst. Lead contractor abatement.

COMPUTER SKILLS

Vantive ticket database, Remedy ticketing, Intro to Cisco Routers, Netcool, Unix, HPOV, TBS, TREAT, NEAT, MS Vista, OTTER, CTS, CSST, MS Word, MS Works, Power point, Excel, Access, BRIO, DOL MIS, Windows World Wide Web.

AWARDS/SPECIAL ACCOMPLISHMENTS

Numerous press articles related to Weatherization including visits from the Assistant Secretary of Energy Efficiency from the Department of Energy and Vice President Joe Biden.

Member of the City of Nashua Healthy Homes Strategic Planning Committee.

Member of the City of Manchester Healthy Homes Strategic Planning Committee.

Certified Weatherization Auditor NH, VT, ME.

Numerous Sales Awards.

GALE F. HENNESSY

EXPERIENCE

January 1976 - Present

CEO & Executive Director - Southern New Hampshire Services, Inc.

Community Action Agency for Hillsborough County, NH

Responsible for overall Agency administration, including fiscal, program development and implementation, evaluation, grants development, public relations coordination, liaison with community groups, public and private agencies as well as interaction with advisory committees and the Board of Directors.

State, Regional and National Activities:

President – NH Community Action Association – 1981 - Present

Representative of the State of New Hampshire on the Executive Committee of the New England Community Action Association – 1976 - Present

Representative of the New England Community Action Association to the Board of Directors of the National Community Action Partnership -- 1978 - Present

Chairman of the New England Community Action Association Conference Committee – 1975 - 1988

Member - Board of Directors, CAPLAW -- 1994 - Present

January 1968 - 1976

Deputy Director - Southern New Hampshire Services, Inc.

Responsible for overall Agency administration, including fiscal, program development and implementation, evaluation, grants development, public relations coordination, liaison with community groups, public and private agencies as well as interaction with advisory committees and the Board of Directors.

March 1967 - 1968

Operation HELP Director

Responsible for operating the largest self-help, information referral and direct service program funded by OEO in Hillsborough County, Operation HELP including staff direction, program implementation and development, grants development, and coordination of Board of Directors as well as evaluation of the needs of the poor of Hillsborough County.

- 1967 **Acting Director Operation HELP**
Responsible for implementation of the first OEO funded local initiative program in Hillsborough County, Operation HELP. Participated in the concept, design and implementation of this first anti-poverty activity. Established the first outreach office in Milford, followed by a second office in Nashua. Participated in the recruitment, selection and training of the original Operation HELP staff. Supervised the staff in contacting of local officials, OEO outreach activities as well as establishing mini-offices in the twenty-nine towns of Hillsborough County.
- 1964 - 1965 **Assistant Principal, Wilton High School**
Responsible for the administration of a medium size New Hampshire high school including scheduling, curriculum development, audio-visual program development, and overall educational administration.
- 1962 -1966 **Chairman, Social Studies Department, Wilton High School**
Responsible for the overall supervision of the Social Studies Department including curriculum design and implementation of modern educational techniques, staff coordination and evaluation of the entire social studies department.
- Teacher-Coach, Wilton High School**
Responsible for developing social studies curriculum grades 8 - 12 as well as implementation of modern educational techniques. Served as coach for baseball and basketball teams as well as coordination and scheduling of those and other athletic events.
- 1961-1962 **Teacher and Assistant Principal, Cornish School**
Responsible for school administration, recreation and athletic programs, discipline throughout the educational complex, class scheduling and supervision of staff members. Worked with staff and local school board on updating curriculum, evaluation and assessing current staff.

EDUCATION

Graduated Peterborough, NH High School 1956
BA Degree in Government, University of New Hampshire 1961
Graduate Work: University of New Hampshire and Keene State College
Certified Community Action Professional – Community Action Partnership 1993

AFFILIATIONS

New England Community Action Association - Member, Board of Directors
Community Action Partnership – Member, Board of Directors
New Hampshire Community Action Association - President
CAPLAW, Inc. - Member, Board of Directors