

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



September 13, 2013

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

REQUESTED ACTION

1) Authorize the Office of Energy and Planning (OEP) to enter into a **RETROACTIVE SOLE SOURCE** contract with Southern New Hampshire Services, Inc. (VC #177198), Manchester, NH, in the amount of \$385,065.00 for the federal Weatherization Assistance Program (WAP) effective July 1, 2013 through March 31, 2014, upon approval of Governor and Executive Council. 100% Federal Funds.

Funding is available in the following account:

Office of Energy & Planning, Low Income Weatherization

FY 2014

01-02-02-024010-77060000 074-500587 Grant for Pub. Assist & Relief

\$385,065.00

2) Further request authorization to advance to the vendor \$118,044.00 of the above-referenced contract amount.

EXPLANATION

This request is **RETROACTIVE** due to delays in the Congressional authorization of the federal spending which supports New Hampshire's Weatherization Assistance Program. Due to the delayed nature of this year's federal funding, the US Department of Energy (US DOE) has provided OEP with the authority to approve invoices from sub-recipients for weatherization expenses incurred in advance of the receipt of the WAP award for the current program year. This federal award has been approved by US DOE for the period April 1, 2013 through March 31, 2014.

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

OEP is responsible for administering New Hampshire's statewide WAP. The objective of the program is to weatherize homes to reduce energy consumption and 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.

OEP contracts with New Hampshire's Community Action Agencies to provide weatherization services at the local level. OEP estimates that approximately two-hundred three (203) homes will be weatherized throughout the State as a result of the US DOE award. The number of homes is based on the average cost per dwelling of \$5,000.00.

The advance of funds will enable Southern New Hampshire Services, Inc. to operate the program between monthly reimbursements from the State.

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

MAH:KS

Attachments

AGREEMENT

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

GENERAL PROVISIONS

1.	IDEN	NTIFI	CAT	ION.

1.1 State Agency Name		1.2 State Agency Address				
Office of Energy and Planning		107 Pleasant St., Johnson Hall Concord, New Hampshire 03301				
1.3 Contractor Name Southern New Hampshire	Services, Inc.	1.4 Contractor Address 40 Pine St., PO Box 5040,	Manchester NH 03108-5040			
1.5 Contractor Phone No. (603) 668-8010	1.6 Account Number 01-02-02-024010- 77060000-500587	1.7 Completion Date March 31, 2014	1.8 Price Limitation \$385,065.00			
1.9 Contracting Officer for State Kirk Stone, Weatherization		1.10 State Agency Telephone (603) 271-2155	Number			
1.11 Contractor Signature		1.12 Name and Title of Contra Gale F. Hennessy, Exec				
	, before the	County of Hi undersigned officer, personally a e name is signed in block 1.11.	appeared the person identified			
1.13.1 Signature of Notary Pub Siane P. Er [SEAL]	olic or Justice of the Peace	lie ""	AND SION EXAS			
	y Public or Justice of the Peace utive Assistant, Southern New H	lampshire Services	WHAMPSHIRE			
1.14 State Agency Signature		1.15 Name and Title of State A	Agency Signatory			
Much		Meredith A. Hatfield, D Office of Energy and P				
1.16 Approval by the N.H. Dep	artment of Administration, Division	on of Personnel (if applicable)				
Ву:		Director, On:				
1.17 Approval by Attorney Gen	eral (Form, Substance and Exec	cution)				
Ву:	Mu	On: 9-1	6-13			
1.18 Approval by the Governor	and Executive Council					
Ву:		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.



EXHIBIT A

Scope of Services

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

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

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

- 2. The contract period will commence on July 1, 2013 and will have a completion date of March 31, 2014, upon approval of Governor and Executive Council.
- The Contractor agrees to perform Weatherization Services on a minimum of seventy-six (76) dwelling units
 according to the standards outlined in the most recent NH Weatherization Policies and Procedures Manual
 and Field Guide.
 - (a) Weatherization Services are intended to increase the energy efficiency of the home, and to improve the home's comfort and safety. A certified energy auditor first performs a NHWAP energy audit on the home using scientific test equipment. Specific energy conservation measures and heating source repairs are then implemented in order of priority and cost effectiveness. This integrated activity is carried out in accordance with provisions and procedures outlined in the most recent NH Policies and Procedures Manual and Field Guide.
 - (b) The number of units and the amount of funds to be expended shall conform to the Management Plans submitted and approved by OEP. 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.
 - (c) Technical and Training Assistance, Audit Compliance and Leveraging funds are to be spent in accordance with similarly pre-approved activities. Requests to deviate from the plan must be made in writing and approved by OEP as prescribed in the most recent NH Policies and Procedures Manual.
 - (d) Units shall be weatherized as prescribed in the most recent NH Policies and Procedures Manual and Field Guide. Any units determined to not meet minimum standards shall, at no cost to OEP, be improved to meet said standards within 30 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.

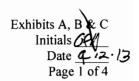


EXHIBIT B

Methods and Conditions of Payment

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

\$385,065.00	(which hereinafter is referred to as the "Grant"), of which
\$118,044.00	will be issued as a cash advance,
\$ 22,357.00	may be expended for administration
\$ 5,000.00	may be expended for Training & Technical Assistance,
\$ 38,007.00	may be expended for Heath & Safety measures
\$ 319,701.00	(the balance), to be spent on weatherization activities.

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

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

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

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

EXHIBIT C

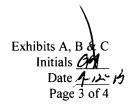
Special Provisions

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

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

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

- 3. The following paragraph shall be added to paragraph 9 of the general provisions:
 - "9.4 All negotiated contracts (except those of \$5,000 or less) awarded by the Subgrantee shall allow OEP, DOE, the Comptroller General of the United States, or any duly authorized representatives, access to any books, documents, papers, and records of the Subgrantee or their subcontractors, which are directly pertinent to the Weatherization Assistance Program for the purpose of making audits, examinations, excerpts and transcription."
- 4. In paragraph 10 of the general provisions, the following sentence shall be deleted: "The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in EXHIBIT A."
- 5. The costs charged under this contract shall be determined as allowable under the cost principles detailed in the DOE Financial Assistance Rules 2 CFR 215 and OMB Circular A-110.
- 6. Program and financial records pertaining to this contract shall be retained by the Contractor for 3 (three) years from the date of submission of the final expenditure report or, for awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, as authorized by DOE. (10 CFR Subpart B Part 600.153)
- 7. Kirk Stone, Weatherization Program Manager of OEP, has been designated with the responsibility for overseeing this contract.



- 8. Paragraph 14.1.1 of the general provisions shall be modified to read:
 - "comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$5,000,000 excess; and"
- 9. The following paragraphs shall be added to the general provisions:
 - "25. RESTRICTION ON ADDITIONAL FUNDING. It is understood and agreed between the parties that no portion of the "Grant" funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized under that law."
 - "26. ASSURANCES/CERTIFICATIONS. The following are attached and signed: Certification Regarding Drug-Free Workplace Requirements; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension and Other Responsibility Matters; Certification Regarding the Americans With Disabilities Act Compliance; Certification Regarding Environmental Tobacco Smoke; Assurance of Compliance Nondiscrimination in Federally Assisted Programs; and Certification Regarding the Federal Funding Accountability and Transparency Compliance.
 - "27. COPELAND ANTI-KICKBACK ACT. All contracts and subgrants in excess of \$2,000.00 for construction or repair shall include a provision for compliance with Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each contractor, subcontract or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The subgrantee should report all suspected violations to OEP."
 - "28. PROCUREMENT. Subgrantee shall comply with all provisions of 10 CFR 600.140-600.148 with special emphasis on financial procurement and property management."
 - "29. CLOSE OUT OF CONTRACT. All final required reports and reimbursement requests shall be submitted to the State within sixty (60) days of the completion date (Agreement Block 1.7)."

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;

 Ethibits D thru H

Initials Page 1 of 7
Date 42. B

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

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

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

Place of Performance (street address, city, county, State, zip code) (list each location)						
40 Pine Street Manchester, NH 03103						
Check if there are workplaces on file that are not identified	here.					
Southern New Hampshire Services, Inc.	July 1, 2013 to March 31, 2014					
Contractor Name	Period Covered by this Certification					
Gale F. Hennessy, Executive Director						
Name and Title of Authorized Contractor Representative	Q 12=15					
Contractor Representative Signature	Date					

xhibits D thru H

STANDARD EXHIBIT E

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

CERTIFICATION REGARDING LOBBYING

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

Programs (indicate applicable program covered):

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

Weatherization Program

Contract Period:

July 1, 2013 to March 31, 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).
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-l.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Gale F. Hennessy, Executive Director
Contractor Representative Signature

Contractor's Representative Title

Southern New Hampshire Services, Inc.

Contractor Name

Exhibits D thru H
Page 3 of 7
Date 4 12 3

STANDARD EXHIBIT F

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

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

Instructions for Certification

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

Exhibits D thru H
Page 4 of 7
Initials Date 7/2-3

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

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

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

Lange Hall	Gale F. Hennessy, Executive Director
Contractor Representative Signature	Contractor's Representative Title
Southern New Hampshire Services, Inc.	9-12-13
Contractor Name	Date

Axhibits D thru H
Page 5 of 7
Date 9-12-13

STANDARD EXHIBIT G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

ractor Representative Signature

Gale F. Hennessy, Executive Director

Contractor's Representative Title

Southern New Hampshire Services, Inc.

Contractor Name

Exhibits D thru H Page 6 of 7 Date 9-12-17

STANDARD EXHIBIT H

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

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

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

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

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

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

Gale F. Hennessy, Executive Director
Contractor Representative Signature

Contractor's Representative Title

Southern New Hampshire Services, Inc.

Contractor Name

Axhibits D thru H
Page 7 of 7
Date 1-12

STANDARD EXHIBIT I

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

OMB Burden Disclosure Statement

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

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

Employment Practices

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

Subrecipient Assurance

The Applicant shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply

Exhibit I
Page 1 of 2
Date 2 3

DOEF 1600.5 (06-94) OMS Control No. 1910-0400 All Other Editions Are Obsolete

with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records

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

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

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

Applicant Certification

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

Gale F. Hennessy, Executive Director

40 Pine Street, PO Box 5040 Manchester, NH 03108-5040 603-668-8010 _Date <u>4-12-13</u>

Exhibit I Page 2 of 2 Initials Date 4 12-, 3

STANDARD EXHIBIT J

<u>CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE</u>

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.

Financial Acquintability and Transparency	Act.						
Moon	Gale F. Hennessy, Executive Director						
(Contractor Representative Signature)	(Authorized Co	ontractor Representative Name & Title)					
Southern New Hampshire Services, Inc.	9-12-13						
(Contractor Name)	(Date)						
		Contractor initials: Q Date: $Q-1 \ge 13$					

STANDARD EXHIBIT J

FC	ORM A
As the Contractor identified in Section 1.3 of the G below listed questions are true and accurate.	General Provisions, I certify that the responses to the
1. The DUNS number for your entity is:	0 <u>88584</u> 065
receive (1) 80 percent or more of your annual gros	mpleted fiscal year, did your business or organization is revenue in U.S. federal contracts, subcontracts, loans, and (2) \$25,000,000 or more in annual gross revenues rants, subgrants, and/or cooperative agreements?
NO	X_YES
If the answer to #2	2 above is NO, stop here
If the answer to #2 above is	YES, please answer the following:
	at the compensation of the executives in your business or section 13(a) or 15(d) of the Securities Exchange Act 4 of the Internal Revenue Code of 1986?
NO	<u>X</u> 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 his organization are as follows:	ighly compensated officers in your business or
Name:	Amount:

Contractor initials: 6th Date: 9-12-13
Page 2 of 2

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

William M. Gardner Secretary of State

CERTIFICATE OF VOTES (Corporate Authority) Clerk/Secretary of Southern New Hampshire Services. Inc. Nancy Guthrie (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 9/27/12 books; (4) that the Board of Directors of the Corporation have authorized, on , such authority (date) to be in force and effect until 3/31/14 (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: Gale F. Hennessy Executive Director (name) (position) Michael O'Shea Fiscal Officer (name) (position) (5) the meeting of the Board of Directors was held in accordance with New Hampshire (state of incorporation) law and the by-laws of the Corporation; and (6) said authorization has not been modified, amended or rescinded and continues in full force and effect as of the date hereof. IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this 12th day of September Jancy Buthrie NEW HAMPSHIRE STATE OF HILLSBOROUGH **COUNTY OF** On this <u>12th</u> day of <u>September</u>, 2013, before me, the above signed Officer personally appeared who acknowledged her/himself to be the <u>Secretary</u> of <u>Southern NH Services</u>, <u>Inc.</u>, a corporation and that she/he as such Secretary ____ being authorized to do so, executed the

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

foregoing instrument for the purposes therein contained.

Commission Expiration Date:



Notary Public/Justice of the Peace



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(les) 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).

Manchester NH 03101 MSURER A Philadelphia Ins Co MSURER MSURER INSURER C: MSURER C:		CTUINDERS HOLDON IN HOLD OF GOOD CHADIS		,,,,,	<u> </u>						
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Manchester NH 03101 Manuser APhiladelphis Ins Co NUMBER 1 MANUSER 2 MANUSER 2 MANUSER 3 MANUSER 2 MANUSER 5 MANUSER 5 MANUSER 5 MANUSER 6 MANUSER 6 MANUSER 6 MANUSER 6 MANUSER 6 MANUSER 6 MANUSER 7 MANUSER 8 MANUSER 8 MANUSER 9 MANUS	11	1100 Elm Street					ss; kshaugh	nessy@cr	ossagency.com		
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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

www.rlbco.com accting@rlbco.com

41 Bates Street Portland, Maine 04103 Tel: (207) 775-1717 Fax: (207) 775-7103

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.

Rom d. Beaulier & Co.

Certified Public Accountants

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

CURRENT ASSETS		2012	2011	
Cash Investments \$ 6,278,621 to \$ 2,198,292 to \$ 2,198,292 to \$ 2,198,292 to \$ 2,198,292 to \$ 3,544,555 to \$ 2,204,746 Accounts receivable (net) 3,544,555 to \$ 2,204,746 Accounts receivable (net) 3,544,555 to \$ 2,204,746 Accounts receivable (net) 3,8961 332,885 to \$ 322,805 to \$ 32,805	ASSETS			
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FIXED ASSETS Land	· · ·	286,022	323,053	
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 76,258,278 68,481,119 Less - accumulated depreciation (18,512,172) (17,005,299) Net fixed assets 57,746,106 51,475,820 OTHER ASSETS Restricted cash 3,690,350 3,062,627 Miscellaneous other assets 4,128,699 3,361,471 TOTAL 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	Total current assets	12,708,959	13,486,290	
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 76,258,278 68,481,119 Less - accumulated depreciation (18,512,172) (17,005,299) Net fixed assets 57,746,106 51,475,820 OTHER ASSETS Restricted cash 3,690,350 3,062,627 Miscellaneous other assets 438,349 298,844 Total other assets 4,128,699 3,361,471 TOTAL 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<	FIXED ASSETS			
Vehicles and equipment 2,054,043 1,946,917 Construction in progress 3,130,363 159,500 Total fixed assets 76,258,278 68,481,119 Less - accumulated depreciation (18,512,172) (17,005,299) Net fixed assets 57,746,106 51,475,820 OTHER ASSETS Restricted cash 3,690,350 3,062,627 Miscellaneous other assets 438,349 298,844 Total other assets 4,128,699 3,361,471 TOTAL 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	Land	6,110,865	5,185,679	
Construction in progress 3,130,363 159,500 Total fixed assets 76,258,278 68,481,119 Less - accumulated depreciation (18,512,172) (17,005,299) Net fixed assets 57,746,106 51,475,820 OTHER ASSETS Restricted cash 3,690,350 3,062,627 Miscellaneous other assets 438,349 298,844 Total other assets 4,128,699 3,361,471 TOTAL 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 6,080,219 6,416,499 LONG-TERM DEBT, less current	Buildings and improvements	64,963,007	61,189,023	
Total fixed assets 76,258,278 68,481,119 Less - accumulated depreciation (18,512,172) (17,005,299) Net fixed assets 57,746,106 51,475,820 OTHER ASSETS Restricted cash 3,690,350 3,062,627 Miscellaneous other assets 438,349 298,844 Total other assets 4,128,699 3,361,471 TOTAL 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 6,080,219 6,416,499 LONG-TERM DEBT, less current portion 65,367,786 58,720,030	Vehicles and equipment	2,054,043	1,946,917	
Less - accumulated depreciation (18,512,172) (17,005,299) Net fixed assets 57,746,106 51,475,820 OTHER ASSETS Restricted cash 3,690,350 3,062,627 Miscellaneous other assets 438,349 298,844 Total other assets 4,128,699 3,361,471 TOTAL 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 6,080,219 6,416,499 LONG-TERM DEBT, less current portion 65,367,786 58,720,030 TOTAL LIABILITIES 71,448,005 65,136,529 <td c<="" td=""><td>Construction in progress</td><td>3,130,363</td><td>159,500</td></td>	<td>Construction in progress</td> <td>3,130,363</td> <td>159,500</td>	Construction in progress	3,130,363	159,500
Net fixed assets 57,746,106 51,475,820 OTHER ASSETS 8 3,690,350 3,062,627 Miscellaneous other assets 438,349 298,844 Total other assets 4,128,699 3,361,471 TOTAL 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 6,080,219 6,416,499 LONG-TERM DEBT, less current portion 65,367,786 58,720,030 NET ASSETS Unrestricted 3,135,759 3,187,052	Total fixed assets	76,258,278	68,481,119	
OTHER ASSETS Restricted cash 3,690,350 3,062,627 Miscellaneous other assets 438,349 298,844 Total other assets 4,128,699 3,361,471 TOTAL 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 6,080,219 6,416,499 LONG-TERM DEBT, less current portion 65,367,786 58,720,030 NET ASSETS 71,448,005 65,136,529 NET ASSETS Unrestricted 3,135,759 3,187,052	Less - accumulated depreciation			
Restricted cash 3,690,350 3,062,627 Miscellaneous other assets 438,349 298,844 Total other assets 4,128,699 3,361,471 TOTAL ASSETS 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 6,080,219 6,416,499 LONG-TERM DEBT, less current portion 65,367,786 58,720,030 NET ASSETS Unrestricted 3,135,759 3,187,052	Net fixed assets	57,746,106	<u>51,475,820</u>	
Miscellaneous other assets 438,349 298,844 Total other assets 4,128,699 3,361,471 TOTAL ASSETS 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 6,080,219 6,416,499 LONG-TERM DEBT, less current portion 65,367,786 58,720,030 NET ASSETS Unrestricted 3,135,759 3,187,052	OTHER ASSETS			
Total other assets 4,128,699 3,361,471 TOTAL ASSETS \$ 74,583,764 \$ 68,323,581 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 6,080,219 6,416,499 LONG-TERM DEBT, less current portion 65,367,786 58,720,030 TOTAL LIABILITIES 71,448,005 65,136,529 NET ASSETS Unrestricted 3,135,759 3,187,052	Restricted cash	3,690,350	3,062,627	
TOTAL ASSETS \$ 74,583,764 \$ 68,323,581 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 6,080,219 6,416,499 LONG-TERM DEBT, less current portion 65,367,786 58,720,030 TOTAL LIABILITIES 71,448,005 65,136,529 NET ASSETS Unrestricted 3,135,759 3,187,052	Miscellaneous other assets	438,349	298,844	
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 6,080,219 6,416,499 LONG-TERM DEBT, less current portion 65,367,786 58,720,030 TOTAL LIABILITIES 71,448,005 65,136,529 NET ASSETS Unrestricted 3,135,759 3,187,052	Total other assets	4,128,699	3,361,471	
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 6,080,219 6,416,499 LONG-TERM DEBT, less current portion 65,367,786 58,720,030 TOTAL LIABILITIES 71,448,005 65,136,529 NET ASSETS Unrestricted 3,135,759 3,187,052	TOTAL ASSETS	\$ 74,583,764	\$ 68,323,581	
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 6,080,219 6,416,499 LONG-TERM DEBT, less current portion 65,367,786 58,720,030 TOTAL LIABILITIES 71,448,005 65,136,529 NET ASSETS Unrestricted 3,135,759 3,187,052	LIABILITIES AND NET ASSETS			
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 6,080,219 6,416,499 LONG-TERM DEBT, less current portion 65,367,786 58,720,030 TOTAL LIABILITIES 71,448,005 65,136,529 NET ASSETS Unrestricted 3,135,759 3,187,052	CURRENT LIABILITIES			
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 6,080,219 6,416,499 LONG-TERM DEBT, less current portion 65,367,786 58,720,030 TOTAL LIABILITIES 71,448,005 65,136,529 NET ASSETS Unrestricted 3,135,759 3,187,052	Accounts payable	\$ 534,375	\$ 642,582	
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 6,080,219 6,416,499 LONG-TERM DEBT, less current portion 65,367,786 58,720,030 TOTAL LIABILITIES 71,448,005 65,136,529 NET ASSETS Unrestricted 3,135,759 3,187,052	· •			
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 6,080,219 6,416,499 LONG-TERM DEBT, less current portion 65,367,786 58,720,030 TOTAL LIABILITIES 71,448,005 65,136,529 NET ASSETS Unrestricted 3,135,759 3,187,052		700,421	758,027	
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 6,080,219 6,416,499 LONG-TERM DEBT, less current portion 65,367,786 58,720,030 TOTAL LIABILITIES 71,448,005 65,136,529 NET ASSETS Unrestricted 3,135,759 3,187,052	Accrued other liabilities	538,991	272,512	
Tenant security deposits 272,432 265,336 Current portion of long-term debt 185,875 172,602 Total current liabilities 6,080,219 6,416,499 LONG-TERM DEBT, less current portion 65,367,786 58,720,030 TOTAL LIABILITIES 71,448,005 65,136,529 NET ASSETS Unrestricted 3,135,759 3,187,052	Deferred revenue	2,955,714	3,396,775	
Current portion of long-term debt 185,875 172,602 Total current liabilities 6,080,219 6,416,499 LONG-TERM DEBT, less current portion 65,367,786 58,720,030 TOTAL LIABILITIES 71,448,005 65,136,529 NET ASSETS Unrestricted 3,135,759 3,187,052	Over applied overhead	402,758	388,599	
Total current liabilities 6,080,219 6,416,499 LONG-TERM DEBT, less current portion 65,367,786 58,720,030 TOTAL LIABILITIES 71,448,005 65,136,529 NET ASSETS	· ·		265,336	
LONG-TERM DEBT, less current portion 65,367,786 58,720,030 TOTAL LIABILITIES 71,448,005 65,136,529 NET ASSETS 3,135,759 3,187,052	Current portion of long-term debt		<u>172,602</u>	
TOTAL LIABILITIES 71,448,005 65,136,529 NET ASSETS 3,135,759 3,187,052	Total current liabilities	6,080,219	6,416,499	
NET ASSETS 3,135,759 3,187,052	LONG-TERM DEBT, less current portion	65,367,786	58,720,030	
Unrestricted3,135,7593,187,052	TOTAL LIABILITIES	71,448,005	65,136,529	
Unrestricted3,135,7593,187,052	NET ASSETS			
TOTAL LIABILITIES AND NET ASSETS \$ 74,583,764 \$ 68,323,581		3,135,759	3,187,052	
	TOTAL LIABILITIES AND NET ASSETS	\$ 74,583,764	\$ 68,323,581	

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

	2012	2011
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	49,773,620	45,953,308
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	48,108,182	42,214,785
Support services:		
Management and general	1,716,731	1,515,390
TOTAL EXPENSES	49,824,913	43,730,175
INCREASE (DECREASE) IN NET ASSETS	(51,293)	2,223,133
NET ASSETS - AUGUST 1	3,187,052	963,919
NET ASSETS - JULY 31	\$ 3,135,759	\$ 3,187,052

Program Services Hispanic-Lat. Housing Nutrition Economic Community and and Child Community Workforce Services Development Energy Services Homeless Health Development 421,040 \$ 91,718 \$ 1,159,479 Payroll \$ 3,825,075 787,270 \$ 2,143,949 \$ 1,546,140 \$ 9,885 120,135 70,054 203,061 158,257 48,567 Payroll taxes 398,438 325,678 40,891 13,274 183,242 Fringe benefits 890,191 109,347 320,184 3,260 8,675 2,497 935 14,817 Workers comp. insurance 31.080 4,504 833 51,764 62,962 107,908 82,722 8,433 Retirement benefits 191,076 27,638 50,753 Consultant and contractual 75,791 56,715 4,100,891 3,369,663 39,895 73,995 74.138 24.722 5.330 Travel and transportation 70.245 12,042 70,789 15,543 939 Conferences and meetings 2,329 16,569 3,998 3,217 444,161 34,853 876,461 97,123 21,829 4,518 131,347 Occupancy 4,250 2,400 310 259 Advertising 1,559 10,460 30,242 46,387 9,688 79,614 Supplies 169,401 19,125 (220)11,207 Equip. rentals and maintenance 32,048 14,386 208,000 10,285 20,692 52,304 3,770 27,854 113 Insurance 1,074 44,620 57,684 32,916 49,720 43,738 7,144 Telephone Postage 5,838 1,175 5,806 41,881 447 423 5,883 1,039 43 2,149 Printing and publications 8,958 585 Subscriptions 2,318 44,710 4,755 4,250 39,227 Program support 15,706 Interest Depreciation 26,746 2,708 5,858 20,337 2,609 14,444 Amortization 247,078 200 29,543 Assistance to clients 5,769 2,103,840 10,164,607 33,741 Other direct expense 98,568 299,220 37,490 319,808 26,602 4,865 3,908 1,237 1,048 Miscellaneous 36,006 53,310 In-kind 1,151,924 Loss on disposal of assets Indirect costs \$ 7,559,285 \$ 10,547,632 \$16,080,759 664,332 229,264 \$ 2,527,568 TOTAL \$ 1,401,685

	Program Services SNHS Total						Support Services Management		
	Special	,	Volunteer		nagement	Housing	Program	and	Total
	Projects		Services	Co	rporation	Corporations	Services	General	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

Program Services Economic Hispanic-Lat. Housing Nutrition Child Community Community Workforce and and Development Services Development Energy Services Homeless Health \$ 3,128,764 \$ 2,045,485 263,081 \$ 816,761 Payroll 862,834 \$ 1,313,574 \$ 49,391 \$ Payroll taxes 304,278 74,031 183,534 126,616 28,005 5,175 81,987 698,413 119,913 282,074 27,601 124,866 Fringe benefits 263,937 12,841 Workers comp. insurance 25,466 5,086 4,318 8,193 1,306 727 10,036 3.378 Retirement benefits 133,923 54,141 99.129 72.854 27,621 209 Consultant and contractual 59,869 63,742 4,459,078 3,243,045 23,336 18,585 Travel and transportation 38,605 25,320 61,809 74,496 14,453 2,167 44,376 14,218 385 7.402 675 Conferences and meetings 657 19,116 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 8,065 46,252 2,227 20,669 5,709 Insurance Telephone 39,877 23,154 53,915 34,280 6,222 1,185 30,375 1,675 3,283 Postage 3.609 2,541 36,373 119 Printing and publications 6,445 5,630 1,103 699 Subscriptions 2,443 Program support 76,923 325 Interest 17,368 5,609 6,357 15,216 2,706 15,578 Depreciation 34,559 Amortization Assistance to clients 520 1.845.643 8,292,950 1,452 55,553 28,051 Other direct expense 85,881 366,004 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 437,761 \$ 6,169,774 TOTAL \$ 1,525,600 \$ 10,254,199 \$13,683,598 \$ 75,163

	Program Services					Services		
				SNHS		Total	Management	
	Special		Volunteer	Management	Housing	Program	and	Total
	Projects		Services	Corporation	Corporations	Services	General	Expenses
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

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

OPERATING ACTIVITIES 2012 2011 Change in net assets \$ (51,293) \$ 2,223,133 Adjustments to reconcile change in net assets to net cash provided by operating activities: 1,721,356 1,793,096 Depreciation 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 accounta receivable 293,924 (257,339) (Increase) decrease in accounts receivable 1,660,191 (2,440,432) (Increase) decrease in accounts receivable 293,924 (257,339) (Increase) decrease in accounts payable (108,207) (1,492,533) Increase (decrease) in accrued comp. absences (57,606) 236,912 Increase (decrease) in accrued comp. absences (57,606) 236,912 Increase (decrease) in over applied overhead 14,159 135,652 Increase (decrease) in over applied overhead 14,159 135,652 Increase (decrease) in vertaints (38,888) (404,112) Purchase of fixed assets (8,082,032) </th <th>TEARS ENDED JULY 31,</th> <th></th> <th></th>	TEARS ENDED JULY 31,		
Change in net assets		2012	2011
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 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 over applied overhead (441,061) 617,486 Increase (decrease) in over applied overhead (441,061) 617,486 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 (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 7,787,152 3,688,047 Payments on long-term debt (1,126,123) (165,891) NET CASH PROVIDED (USED) BY FINANCING 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 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:	OPERATING ACTIVITIES		
Cash provided by operating activities: Depreciation		\$ (51,293)	\$ 2,223,133
Depreciation			
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 comp. absences (57,606) 236,912 Increase (decrease) in deferred revenue (441,061) 617,486 Increase (decrease) in over applied overhead 14,159 135,652 Increase (decrease) in over applied overhead 14,150 16,652,652 Increase (decrease) in deferred revenue (441,061) 161,766 Increase (decrease) in deferred revenue (441,061) 161,76	· · · · · · · · · · · · · · · · · · ·		
Loss on disposal of assets	·		
Unrealized (gain) loss on investments		,	•
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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 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 (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 - JULY 31 \$6,278,621 \$5,427,314 6,672,606 CASH AND CASH EQUIVALENTS - JULY 31 \$6,278,621 \$5,427,314	,	•	
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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 (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 (1,126,123) (165,891) NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES (1,126,123) (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:			
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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			, , ,
Increase (decrease) in tenant security deposits	,	, , ,	
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 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:	NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	3,392,235	685,606
Purchase of investments Proceeds from sale of investments Deposit to restricted cash accounts Other financing activities NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES Proceeds from long-term debt Payments on long-term debt Payments on long-term debt NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES Proceeds from long-term debt Payments on long-term debt NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES Proceeds from long-term debt Payments on long-term debt SET CASH PROVIDED (USED) BY FINANCING ACTIVITIES INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS CASH AND CASH EQUIVALENTS - AUGUST 1 CASH AND CASH EQUIVALENTS - JULY 31 SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION Cash paid during the year for:	INVESTING ACTIVITIES		
Purchase of investments Proceeds from sale of investments Deposit to restricted cash accounts Other financing activities NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES Proceeds from long-term debt Payments on long-term debt Payments (1,126,123) NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES Proceeds from long-term debt Payments on lon	Purchase of fixed assets	(8,082,032)	(4,583,565)
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 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:	Purchase of investments		(404,112)
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:	Proceeds from sale of investments	-	-
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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:	Other financing activities	(146,314)	(142,554)
Proceeds from long-term debt Payments on long-term debt NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS CASH AND CASH EQUIVALENTS - AUGUST 1 CASH AND CASH EQUIVALENTS - JULY 31 SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION Cash paid during the year for:	NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	(9,201,957)	(5,453,054)
Proceeds from long-term debt Payments on long-term debt NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS CASH AND CASH EQUIVALENTS - AUGUST 1 CASH AND CASH EQUIVALENTS - JULY 31 SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION Cash paid during the year for:	FINANCING ACTIVITIES		
Payments on long-term debt NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS CASH AND CASH EQUIVALENTS - AUGUST 1 CASH AND CASH EQUIVALENTS - JULY 31 SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION Cash paid during the year for:		7 797 152	3 688 047
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS CASH AND CASH EQUIVALENTS - AUGUST 1 CASH AND CASH EQUIVALENTS - JULY 31 SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION Cash paid during the year for:	-		
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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:			
CASH AND CASH EQUIVALENTS - JULY 31 \$ 6,278,621 \$ 5,427,314 SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION Cash paid during the year for:	·		•
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION Cash paid during the year for:	CASH AND CASH EQUIVALENTS - AUGUST 1	5,427,314	6,672,606
Cash paid during the year for:	CASH AND CASH EQUIVALENTS - JULY 31	\$ 6,278,621	\$ 5,427,314
	SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
	Cash paid during the year for:		
	, ,	\$ 270,033	\$ 268,264

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



SOUTHERN NEW HAMPSHIRE SERVICES, INC.

The Community Action Agency for Hillsborough and Rockingham Counties

Mailing Address: PO Box 5040, Manchester, NH 03108 40 Pine Street, Manchester, NH 03103 Telephone: (603) 668-8010 Fax: (603) 645-6734 www.snhs.org

SNHS Key Administrative Personnel Salaries ~ 2013

Annual Salary	\$183,001.00	\$ 84,411.60
Title	Executive Director	Energy Director
Name	Gale F. Hennessy	Ryan Clouthier

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

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, Unitil, 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, Unitil, 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.

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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 School1989-1994: Barrington Middle School1985-1989: 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.