

# STATE OF NEW HAMPSHIRE

# OFFICE OF ENERGY AND PLANNING

107 Pleasant Street, Johnson Hall Concord, NH 03301-3834 Telephone: (603) 271-2155 Fax: (603) 271-2615



www.nh.gov/oep

March 18, 2013

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



# REQUESTED ACTION

The Office of Energy and Planning (OEP) respectfully requests authorization to enter into a **SOLE SOURCE** contract with Southern New Hampshire Services, Inc., (VC #177198), Manchester, NH, in the amount of \$10,791.00 for the Senior Energy Assistance Services Program (SEAS) contingent upon Governor and Executive Council approval through June 30, 2013. 100% Other Funds (NH DHHS).

Funding is available in the following account:

FY2013

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

\$10,791.00

# **EXPLANATION**

SEAS is a statewide program that makes home energy more affordable for households with members who are age sixty or older and not eligible for the New Hampshire Fuel Assistance Program. This contract is sole source based on the historical performance of the community action agencies with the New Hampshire Fuel Assistance Program. The community action agencies determine eligibility for the New Hampshire Fuel Assistance Program and are able to efficiently distribute these funds to households not eligible for that program.

A small federal grant from Older Americans Act funds (Title IIIB) awarded to New Hampshire Department of Health and Human Services' (NH DHHS) Division of Elderly and Adult Services provides funding for the Senior Energy Assistance Services Program.

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

Respectfully submitted,

Meredith A. Hatfield

Director MAH/cml Subject: Southern New Hampshire Services, Inc. – SEAS

# **AGREEMENT**

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

# **GENERAL PROVISIONS**

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1. IDENTIFICATION.			
1.1 State Agency Name		1.2 State Agency Address Johnson Hall 107 Pleasa	ant Street
Office of Energy and Planning		Concord, New Hampshir	
1.3 Contractor Name Southern New Hampshire	Services, Inc.	1.4 Contractor Address PO Box 5040, Manchester	r, NH 03108
1.5 Contractor Phone No. (603) 668-8010	1.6 Account Number 01-02-02-024010- 77050000-074-500587 Posting Activity: 02SEAS13	1.7 Completion Date June 30, 2013	1.8 Price Limitation \$10,791.00
1.9 Contracting Officer for State Celeste Lovett, Fuel Assis		1.10 State Agency Telephone (603) 271-2155	e Number
1.11 Contractor Signature		1.12 Name and Title of Contra Gale F. Hennessy, Execu	
	, be	efore the undersigned officer, per whose name is signed in block 1.12.	
1.13.1 Signature of Notary Pub  [SEAL]	lic or Justice of the Peace	TAM SSION EXO	
1.13.2 Name and Title of Notar Diane P. Erikson, Admir	y Public or Justice of the Peace nistrative Assistant	VWN03.2016 WHAMPS	All Karter
1.14 State Agency Signature		1.15 Name and Title of State A	Agency Signatory
mars		Meredith A. Hatfield Di Office of Energy and P	
1.16 Approval by the N.H. Depa	artment of Administration, Division	on of Personnel (if applicable)	
Ву:		Director, On:	
1.17 Approval by Attorney Gene	eral (Form, Substance and Exec	cution)	
By: 54 G T K. Allen Br	Socks	On: 3/20/13	
1.18 Approval by the Governor	and Executive Council		
Ву:		On:	
P37 Grant: 13AANHT3SP CFDA: 93.044		Contractor Initials:	7.7.13 Page 1 of 4

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.

# 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

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

Senior Energy Assistance Program Services (SEAS) will be defined to include the following categories:

- 1. Outreach, eligibility determination and certification of SEAS applicants.
- 2. Payments directly to energy vendors:
  - a. Reimbursement for goods and services delivered.
- 3. Emergency Assistance in the form of reimbursement for goods or services.

P37 Exhibit A Grant: 13AANHT3SP

CFDA: 93.044

Contractor Initials:

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# **EXHIBIT B**

# **CONTRACT PRICE**

In consideration of the satisfactory performance of the services as determined by the State, the State agrees to pay over to the Contractor the sum of \$10,791.00 (which hereinafter is referred to as the "funds").

The following funds will be authorized:

\$10,791.00 for Senior Energy Assistance (SEAS)

The dates for this contract are April 3, 2013 through June 30, 2013.

Approval to obligate the above-awarded funds will be provided in writing by the Office of Energy and Planning to the Contractor. Reimbursements will be made to the Contractor only after written documentation of cash need is submitted to the State. Disbursement of these funds shall be in accordance with procedures established by the State.

P37 Exhibit B Grant: 13AANHT3SP CFDA: 93.044 Contractor Initials:

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# **EXHIBIT C**

# SPECIAL PROVISIONS

- 1. Subparagraph 1.16 of the General Provisions, shall not apply to this agreement.
- 2. On or before the date set forth in Block 1.7 of the General Provisions the Contractor shall deliver to the state an independent audit of the Contractor's entire agency by an independent auditor.
- 3. This audit shall be conducted in accordance with the audit requirements of Office of Management and Budget (OMB) Circular A-133 Audits of Institutions of Higher Education, and other Non-profit Organizations.
- 4. The audit report shall include a schedule of revenues and expenditures by contract or grant number during the agency's fiscal year.
- 5. The audit report shall include a schedule of prior years' questioned costs along with an agency response to the current status of the prior years' questioned costs. Copies of all OMB letters written as a result of audits shall be forwarded to OEP. The audit shall be forwarded to OEP within one month of the time of receipt by the agency accompanied by an action plan for each finding or questioned cost.
- 6. Delete the following from paragraph 10 of the General Provisions, "To the extent possible, the form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in Exhibit A."
- 7. The costs charged under this contract shall be determined as allowable under the cost principles detailed in 10CFR 600.103 and OMB Circular A-122.
- 8. Program and financial records pertaining to this contract shall be retained by the agency for 3 (three) years from the date of submission of the final expenditure report or until all audit findings have been resolved.
- 9. The following paragraphs shall be added to the general provisions.
  - i."22. <u>RESTRICTION ON ADDITIONAL FUNDING</u>. It is understood and agreed between the parties that no portion of these funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized under that law."
- 10. CLOSE OUT OF CONTRACT. All final required reports and reimbursement requests shall be submitted to the State within sixty (60) days of the completion date (Agreement Block 1.7).

# 11. INSURANCE AND BOND

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

P37 Exhibit C Grant: 13AANHT3SP

CFDA: 93.044

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# STANDARD EXHIBIT D

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

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

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

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

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

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

P37 Exhibit D thru H Grant: 13AANHT3SP CFDA: 93.044 Contractor Initials: Date: 3. K-

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(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

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

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

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

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

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

Southern New Hampshire Services, Inc.

April 3, 2013 to June 30, 2013

Contractor Name

Period Covered by this Certification

Gale F. Hennessy, Executive Director

Name and Title of Authorized Contractor Representative

Contractor Representative Signature

P37 Exhibit D thru H Grant: 13AANHT3SP CFDA: 93.044 Date

March 15, 2013

Contractor Initials:

Date:

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### STANDARD EXHIBIT E

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

### CERTIFICATION REGARDING LOBBYING

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

Programs (indicate applicable program covered):	
SEAS	

Contract Period:

April 3, 2013 to June 30, 2013

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

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

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

CM Salvor	Executive Director	
Contractor Representative Signature	Contractor's Representative Title	
Southern New Hampshire Services, Inc.	March 15, 2013	
Contractor Name	Date	

P37 Exhibit D thru H Grant: I3AANHT3SP CFDA: 93.044 Contractor Initials: \_ Date:

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# STANDARD EXHIBIT F

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

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

# Instructions for Certification

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

P37 Exhibit D thru H Grant: 13AANHT3SP CFDA: 93.044 Contractor Initials:

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

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

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

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

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

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

Contractor Representative Signature

Executive Director

Contractor's Representative Title

Southern New Hampshire Services, Inc. March 15, 2013

Contractor Name Date

P37 Exhibit D thru H Grant: 13AANHT3SP CFDA: 93.044

Date: 3/16/3

# STANDARD EXHIBIT G

# CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

Contractor Representative Signature

**Executive Director** 

Contractor's Representative Title

Southern New Hampshire Services, Inc.

Contractor Name

March 15, 2013

Date

P37 Exhibit D thru H Grant: 13AANHT3SP CFDA: 93.044 Contractor Initials:

Page 6 of 7

# STANDARD EXHIBIT H

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

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

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

Contractor Representative Signature

**Executive Director** 

Contractor's Representative Title

Southern New Hampshire Services, Inc.

Contractor Name

March 15, 2013

Date

P37 Exhibit D thru H Grant: 13AANHT3SP CFDA: 93.044 Contractor Initials:

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CONTRACTED BUDGET	FAP Approval to Obligate	Example Only				Exhibit I
EXPECTED BUDGET   55,335.00   7.422,150.00   5.250.00   500,001.00   8.480.49   FINENCIUSLY POBLIGATE   0.00   0.00   0.00   0.00   0.00   FINE APPROVAL TO OBLIGATE   553,035.00   7.422,150.00   5.250.00   500,001.00   8.480.49   FOTAL AVAILABLE TO OBLIGATE   553,035.00   7.422,150.00   5.250.00   500,001.00   8.480.49   FOTAL AVAILABLE TO OBLIGATE   553,035.00   7.422,150.00   5.250.00   500,001.00   8.480.49   FOR TOTAL AVAILABLE TO OBLIGATE   553,035.00   7.422,150.00   5.250.00   500,001.00   8.480.49   FOR TOTAL AVAILABLE TO OBLIGATE   81,401.00   1,412,465.00   1,000.00   75,615.00   1,570.48   EXPECTED BUDGET   81,401.00   1,412,465.00   1,000.00   75,615.00   1,250.48   FOR TOTAL AVAILABLE TO OBLIGATE   0.00   0.00   0.00   0.00   0.00   0.00   FOR TOTAL AVAILABLE TO OBLIGATE   0.00   320,000.00   0.00   0.00   0.00   0.00   FOR TOTAL AVAILABLE TO OBLIGATE   7.9023.00   1,402,561.00   750.00   75,615.00   1,250.48   FOR FEVEROUSLY OBLIGATE   0.00   320,000.00   0.00   0.00   0.00   0.00   FOR TOTAL AVAILABLE TO OBLIGATE   7.9023.00   1,402,561.00   750.00   75,444.00   1,216,78   FOR FEVEROUSLY OBLIGATE   0.00   342,000.00   0.00   0.00   0.00   0.00   FOR TOTAL AVAILABLE TO OBLIGATE   0.00   342,000.00   0.00   0.00   0.00   0.00   FOR TOTAL AVAILABLE TO OBLIGATE   0.00   342,000.00   0.00   0.00   0.00   0.00   FOR TOTAL AVAILABLE TO OBLIGATE   0.00   342,000.00   0.00   0.00   0.00   0.00   0.00   FOR TOTAL AVAILABLE TO OBLIGATE   0.00   342,000.00   0.00   0.00   0.00   0.00   0.00   FOR TOTAL AVAILABLE TO OBLIGATE   0.00   342,000.00   0.00   0.00   0.00   0.00   0.00   0.00   FOR TOTAL AVAILABLE TO OBLIGATE   0.00   342,000.00   0.00   0.00   0.00   0.00   0.00   FOR TOTAL AVAILABLE TO OBLIGATE   0.00   342,000.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   FOR TOTAL AVAILABLE TO OBLIGATE   0.00   342,000.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0			FA PROGRAM	ELDERLY	HHS-WAP	TOTAL
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TOTAL AVAILABLE TO OBLIGATE  SS. 3035.00  T. 422.150.00  S. 2,154,000.00  S. 2,000.00  S. 2						
MOT AUTHORIZED TO OBLIGATE   0.00						8.480.436.00
ADMIN		•		•	,	2,154,000.00
ADMIN FA PROGRAM ELDERLY HIS-WAP TOTA CONTRACTED BUDGET 81:401:00 1,92:469.00 1,000.00 75:618:00 1,570:40 1,000.00 75:618:00 1,570:40 1,000.00 75:618:00 1,570:40 1,000.00 75:618:00 1,570:40 1,000.00 75:618:00 1,570:40 1,000.00 75:618:00 1,570:40 1,000.00 75:618:00 1,570:40 1,000.00 75:618:00 1,000.00 75:618:00 1,000.00 75:618:00 1,000.00 75:618:00 1,000.00 75:618:00 1,000.00 75:618:00 1,000.00 75:618:00 1,000.00 75:618:00 1,000.00 75:618:00 1,000.00 75:618:00 1,000.00 75:618:00 1,000.00 75:618:00 1,000.00 75:618:00 1,000.00 75:618:00 1,000.00 75:618:00 1,000.00 75:618:00 1,000.00 75:618:00 1,000.00 75:618:00 1,000.00 75:618:00 1,000.00 75:618:00 1,000.00 75:618:00 1,000.00 75:618:00 1,000.00 75:618:00 1,000.00 75:618:00 1,000.00 75:618:00 1,000.00 75:618:00 1,000.00 75:618:00 1,000.00 75:618:00 1,000.00 75:618:00 1,000.00 75:618:00 1,000.00 75:618:00 1,000.00 75:618:00 1,000.00 75:618:00 1,000.00 75:618:00 1,000.00 75:618:00 1,000.00 75:618:00 1,000.00 75:618:00 1,000.00 75:618:00 1,000.00 75:618:00 1,000.00 75:618:00 1,000.00 75:618:00 1,000.00 75:618:00 1,000.00 75:618:00 1,000.00 75:618:00 1,000.00 75:618:00 1,000.00 75:618:00 1,000.00 75:618:00 1,000.00 75:618:00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000						
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EXPECTED BUDGET	CONTRACTED BUDGET					
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TOTAL AVAILABLE TO OBLIGATE  NOT AUTHORIZED TO OBLIGATE  0.00  320,000.00  0.00  0.00  75,618.00  1,250,480  320,000.00  0.00  0.00  0.00  1,000.00  0.00  0.00  1,000.00  0.00  0.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,000.00  1,0		•				0.00
NOT AUTHORIZED TO OBLIGATE	THIS APPROVAL TO OBLIGATE	81,401.00	1,092,466.00	1,000.00	75,618.00	1,250,485.00
ADMIN_ FA PROGRAM				,	,	1,250,485.00
ADMIN	NOT AUTHORIZED TO OBLIGATE	0.00	320,000.00	0.00	0.00	320,000.00
ADMIN FA PROGRAM ELDERLY HIS-WAP TOTA PREVIOUSLY OBLIGATE 79,023.00 1,060,551.00 750.00 76,444.00 1,216,76 PREVIOUSLY OBLIGATED 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	RCCA					
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EXPECTED BUDGET 79,023.00 1,060,551.00 750.00 76,444.00 1,216,76	CONTRACTED BUDGET					
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NOT AUTHORIZED TO OBLIGATE		79,023.00	1,060,551.00		76,444.00	1,216,768.00
ADMIN		79,023.00	1,060,551.00	750.00	76,444.00	1,216,768.00
ADMIN	NOT AUTHORIZED TO OBLIGATE	0.00	342,000.00	0.00	0.00	342,000.00
ADMIN.   FA PROGRAM   ELDERLY   HHS-WAP   TOTA						
CONTRACTED BUDGET  135,549.00  1,000.00  1,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,000.00  10,0	Date	451411	51 555555111	EL DEDLY		TOTAL
EXPECTED BUDGET 135,549.00 1,819,169.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	CONTRACTED BUDGET					•
PREVIOUSLY OBLIGATED 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.						2,077,788.00
THIS APPROVAL TO OBLIGATE TOTAL AVAILABLE TO OBLIGATE TOTA				,		
NOT AUTHORIZED TO OBLIGATE   0.00   360,000.00   0.00   0.00   360,000						2,077,788.00
ADMIN.   FA PROGRAM   ELDERLY   HIS-WAP   TOTA		,				2,077,788.00 360,000.00
Date         ADMIN.         FA PROGRAM (\$\text{PROGRAM}\$)         ELDERLY (\$\text{PHS-WAP}\$)         TOTA (\$\text{TOTA}\$)           CONTRACTED BUDGET         70,689.00         1,248,699.00         750.00         63,621.00         1,383,755           EXPECTED BUDGET         70,689.00         948,699.00         750.00         63,621.00         1,083,755           PREVIOUSLY OBLIGATED         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         1,083,755         0.00         0.00         0.00         0.00         1,083,755         0.00         0.00         0.00         0.00         0.00         1,083,755         0.00         300,000         0.00         0.00         300,000         0.00         0.00         300,000         0.00         0.00         300,000         0.00         0.00         0.00         300,000         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00						
ADMIN.   FA PROGRAM   ELDERLY   HHS-WAP   TOTA						
CONTRACTED BUDGET         70,689.00         1,248,699.00         750.00         63,621.00         1,383,75           EXPECTED BUDGET         70,689.00         948,699.00         750.00         63,621.00         1,083,75           PREVIOUSLY OBLIGATED         0.00         0.00         0.00         0.00         0.00         0.00           THIS APPROVAL TO OBLIGATE         70,689.00         948,699.00         750.00         63,621.00         1,083,75           NOT AUTHORIZED TO OBLIGATE         70,689.00         948,699.00         750.00         63,621.00         1,083,75           NOT AUTHORIZED TO OBLIGATE         0.00         300,000.00         0.00         0.00         300,000           SCCA           ADMIN. FA PROGRAM ELDERLY HHS-WAP TOTA           EXPECTED BUDGET         55,182.00         740,582.00         750.00         48,635.00         1,190,149           EXPECTED BUDGET         55,182.00         740,582.00         750.00         48,635.00         48,635.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.0		ADMIN.	FA PROGRAM	ELDERLY	HHS-WAP	TOTAL
PREVIOUSLY OBLIGATED   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00	CONTRACTED BUDGET					1,383,759.00
THIS APPROVAL TO OBLIGATE 70,689.00 948,699.00 750.00 63,621.00 1,083,755 TOTAL AVAILABLE TO OBLIGATE 70,689.00 948,699.00 750.00 63,621.00 1,083,755 NOT AUTHORIZED TO OBLIGATE 0.00 300,000.00 0.00 0.00 300,000 0.00 0.			. ,		· ·	1,083,759.00
TOTAL AVAILABLE TO OBLIGATE 70,689.00 948,699.00 750.00 63,621.00 1,083,759.00 AUTHORIZED TO OBLIGATE 0.00 300,000.00 0.00 0.00 300,000  SCCA  Date  ADMIN. FA PROGRAM ELDERLY HHS-WAP TOTA  CONTRACTED BUDGET 55,182.00 1,085,582.00 750.00 48,635.00 1,190,149  EXPECTED BUDGET 55,182.00 740,582.00 750.00 48,635.00 845,149  PREVIOUSLY OBLIGATED 0.00 0.00 0.00 0.00 0.00 0.00  THIS APPROVAL TO OBLIGATE 55,182.00 740,582.00 750.00 48,635.00 845,149  NOT AUTHORIZED TO OBLIGATE 55,182.00 740,582.00 750.00 48,635.00 845,149  NOT AUTHORIZED TO OBLIGATE 0.00 345,000.00 0.00 0.00 0.00 345,000  TCCA  Date  ADMIN. FA PROGRAM ELDERLY HHS-WAP TOTA  CONTRACTED BUDGET 131,191.00 1,760,683.00 1,000.00 113,613.00 2,493,481  EXPECTED BUDGET 131,191.00 1,760,683.00 1,000.00 113,613.00 2,006,481  PREVIOUSLY OBLIGATE 131,191.00 1,760,683.00 1,000.00 113,613.00 2,006,481  TOTAL AVAILABLE TO OBLIGATE 131,191.00 1,760,683.00 1,000.00 113,613.00 2,006,481  TOTAL AVAILABLE TO OBLIGATE 131,191.00 1,760,683.00 1,000.00 113,613.00 2,006,481  TOTAL AVAILABLE TO OBLIGATE 131,191.00 1,760,683.00 1,000.00 113,613.00 2,006,481  TOTAL AVAILABLE TO OBLIGATE 131,191.00 1,760,683.00 1,000.00 113,613.00 2,006,481  TOTAL AVAILABLE TO OBLIGATE 131,191.00 1,760,683.00 1,000.00 113,613.00 2,006,481  TOTAL AVAILABLE TO OBLIGATE 131,191.00 1,760,683.00 1,000.00 113,613.00 2,006,481  TOTAL AVAILABLE TO OBLIGATE 131,191.00 1,760,683.00 1,000.00 13,613.00 2,006,481  TOTAL AVAILABLE TO OBLIGATE 131,191.00 1,760,683.00 1,000.00 13,613.00 2,006,481  TOTAL AVAILABLE TO OBLIGATE 131,191.00 1,760,683.00 1,000.00 13,613.00 2,006,481  TOTAL AVAILABLE TO OBLIGATE 131,191.00 1,760,683.00 1,000.00 13,613.00 2,006,481  TOTAL AVAILABLE TO OBLIGATE 131,191.00 1,760,683.00 1,000.00 13,613.00 2,006,481  TOTAL AVAILABLE TO OBLIGATE 131,191.00 1,760,683.00 1,000.00 13,613.00 2,006,481						0.00
NOT AUTHORIZED TO OBLIGATE   0.00   300,000.00   0.00   0.00   300,000		·				1,083,759.00
ADMIN.   FA PROGRAM   ELDERLY   HHS-WAP   TOTA					•	300,000.00
ADMIN.   FA PROGRAM   ELDERLY   HHS-WAP   TOTA	SCCA					
S5,182.00	Date	ADMIN	FA PROGRAM	FIDERIY	HHS-WAP	TOTAL
EXPECTED BUDGET PREVIOUSLY OBLIGATED 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	CONTRACTED BUDGET					1,190,149.00
THIS APPROVAL TO OBLIGATE TOTAL AVAILABLE TO OBLIGATE TOTAL TO		•				845,149.00
TOTAL AVAILABLE TO OBLIGATE 55,182.00 740,582.00 750.00 48,635.00 845,149 0.00 345,000.00 0.00 0.00 345,000  TCCA  Date    ADMIN.   FA PROGRAM   ELDERLY   HHS-WAP   TOTA						0.00
NOT AUTHORIZED TO OBLIGATE   0.00   345,000.00   0.00   0.00   345,000			· · · · · · · · · · · · · · · · · · ·		•	845,149.00
ADMIN.   FA PROGRAM   ELDERLY   HHS-WAP   TOTA			·		•	845,149.00 345,000.00
ADMIN.   FA PROGRAM   ELDERLY   HHS-WAP   TOTA						
CONTRACTED BUDGET         131,191.00         2,247,683.00         1,000.00         113,613.00         2,493,487           EXPECTED BUDGET         131,191.00         1,760,683.00         1,000.00         113,613.00         2,006,487           PREVIOUSLY OBLIGATED         0.00         0.00         0.00         0.00         0.00         0.00           THIS APPROVAL TO OBLIGATE         131,191.00         1,760,683.00         1,000.00         113,613.00         2,006,487           TOTAL AVAILABLE TO OBLIGATE         131,191.00         1,760,683.00         1,000.00         113,613.00         2,006,487           NOT AUTHORIZED TO OBLIGATE         0.00         487,000.00         0.00         0.00         87,000	<b></b>	ADMIN.	FA PROGRAM	ELDERLY	HHS-WAP	TOTAL
PREVIOUSLY OBLIGATED 0.00 0.00 0.00 0.00 0.00 0.00  THIS APPROVAL TO OBLIGATE 131,191.00 1,760,683.00 1,000.00 113,613.00 2,006,483  TOTAL AVAILABLE TO OBLIGATE 131,191.00 1,760,683.00 1,000.00 113,613.00 2,006,483  NOT AUTHORIZED TO OBLIGATE 0.00 487,000.00 0.00 0.00 87,000  P37 Exhibit I Contractor Initials (Contractor I	CONTRACTED BUDGET					2,493,487.00
THIS APPROVAL TO OBLIGATE         131,191.00         1,760,683.00         1,000.00         113,613.00         2,006,487           TOTAL AVAILABLE TO OBLIGATE         131,191.00         1,760,683.00         1,000.00         113,613.00         2,006,487           NOT AUTHORIZED TO OBLIGATE         0.00         487,000.00         0.00         0.00         87,000           P37 Exhibit I         Contractor Initials           Grant I3AANHT3SP         Date         Date         Date				•		2,006,487.00
TOTAL AVAILABLE TO OBLIGATE 131,191.00 1,760,683.00 1,000.00 113,613.00 2,006,48° NOT AUTHORIZED TO OBLIGATE 0.00 487,000.00 0.00 0.00 87,000  P37 Exhibit I  Grant 13AANHT3SP  Contractor Initials 121 12 12 12 12 12 12 12 12 12 12 12 12						
NOT AUTHORIZED TO OBLIGATE 0.00 487,000.00 0.00 0.00 87,000  237 Exhibit I  Grant 13AANHT3SP  Contractor Initials (1)  Date 21/5-15-15-15-15-15-15-15-15-15-15-15-15-15						2,006,487.00
Grant 13AANHT3SP Date 31/5-16-5		· ·				3,006,487.00 87,000.00
Grant 13AANHT3SP Date 31/5-16-5	P37 Exhibit I				Contractor Initials (4	CON
- 1,5					a $a$	<u>}_</u>
Page 1 of 1	CFDA: 93 044				Page 1 of 1	<i></i>

### STANDARD EXHIBIT J

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

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

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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

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

P37 Exhibit J Grant: 13AANHT3SP CFDA: 93.044 Contractor Initials: \_\_

Page 1 of 2

# STANDARD EXHIBIT J

# FORM A

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

below listed questions are true a	nd accurate.	
1. The DUNS number for your en	ntity is:	0 <u>88584</u> 065
receive (1) 80 percent or more of grants, sub-grants, and/or cooper	your annual gross revative agreements; and	ted fiscal year, did your business or organization enue in U.S. federal contracts, subcontracts, loans, (2) \$25,000,000 or more in annual gross revenues, subgrants, and/or cooperative agreements?
NO	_X_	_YES
If	the answer to #2 abo	ove is NO, stop here
If the answe	er to #2 above is YES	, please answer the following:
or organization through periodic	reports filed under sec	compensation of the executives in your business tion 13(a) or 15(d) of the Securities Exchange Act he Internal Revenue Code of 1986?
NO	<u>X</u>	_YES
If	the answer to #3 abo	ve is YES, stop here
If the answ	er to #3 above is NO,	please answer the following:
4. The names and compensation organization are as follows:	of the five most highly	compensated officers in your business or
Name:		Amount:

Contractor Initials: Da

P37 Exhibit J Grant: 13AANHT3SP CFDA: 93.044

# 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, 2012

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, 2011 and 2010, 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, 2011 and 2010, 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, 2012, on our consideration of Southern New Hampshire Services, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audits.

Ron 1. Beaulier & Co.

Certified Public Accountants

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

	2011	2010
ASSETS		
CURRENT ASSETS		
Cash	\$ 5,429,806	\$ 6,672,606
Investments	2,198,292	1,633,892
Contracts receivable (net)	5,204,746	2,764,314
Accounts receivable (net)	332,885	75,546
Prepaid expenses	323,053	287,283
Total current assets	13,488,782	11,433,641
FIXED ASSETS		
Land	5,185,679	4,426,539
Buildings and improvements	61,189,023	57,728,349
Vehicles and equipment	1,946,917	1,822,699
Construction in progress	159,500	
Total fixed assets	68,481,119	63,977,587
Less - accumulated depreciation	(17,005,299)	(15,287,665)
Net fixed assets	51,475,820	48,689,922
OTHER ASSETS		
Restricted cash	3,060,135	2,739,804
Miscellaneous other assets	298,844	<u>161,934</u>
Total other assets	3,358,979	2,901,738
TOTAL ASSETS	\$ 68,323,581	\$ 63,025,301
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	\$ 642,582	\$ 2,135,115
Accrued payroll and payroll taxes	520,066	438,472
Accrued compensated absences	758,027	521,115
Accrued other liabilities	272,512	346,941
Deferred revenue	3,396,775	2,779,289
Over applied overhead	388,599	252,947
Tenant security deposits	265,336	217,027
Current portion of long-term debt	172,602	163,091
Total current liabilities	6,416,499	6,853,997
LONG-TERM DEBT, less current portion	58,720,030	55,207,385
TOTAL LIABILITIES	65,136,529	62,061,382
NET ASSETS		
Unrestricted	3,187,052	963,919
TOTAL LIABILITIES AND NET ASSETS	\$ 68,323,581	\$ 63,025,301

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

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

		2011		2010
REVENUES				
Grant/contract support	\$	34,848,866	\$	35,270,125
Program service fees	Ψ	263,104	Φ	508,070
Local funding		70,574		109,795
Rental income		6,051,491		5,592,886
Gifts and contributions		333,403		331,521
Special events and activities		26,436		130,640
Memberships		22,983		62,622
Interest income		14,818		13,004
Unrealized gain (loss) on investments		160,288		173,193
Revenue from commercial products		8,993		66,190
In-kind		1,034,912		1,116,492
Transfer from RCA acquisition		1,582,641		1,110,402
Miscellaneous		1,534,799		1,341,400
TOTAL REVENUES		45,953,308		44,715,938
TO THE NEW COOK		10,000,000	_	- 1,7 10,000
EXPENSES				
Program services:				
Child Development		6,169,774		6,295,743
Community Services		1,525,600		2,302,708
Economic and Workforce Development		10,254,199		10,374,648
Energy		13,683,598		14,432,976
Hispanic-Latino Community Services		437,761		404,235
Housing and Homeless		75,163		72,385
Nutrition and Health		1,660,271		1,471,717
Special Projects		617,939		954,234
Volunteer Services		181,568		219,943
SNHS Management Corporation		1,202,170		1,147,200
Housing Corporations		6,406,742		5,87 <u>5,282</u>
Total program services		42,214,785		43,551,071
Support services:				
Management and general		1,5 <u>15,390</u>		1, <u>498,709</u>
TOTAL EXPENSES		43,730,175		45,049,780
INCREASE (DECREASE) IN NET ASSETS		2,223,133		(333,842)
NET ASSETS - AUGUST 1		963,919		1,297,761
NET ASSETS - JULY 31	\$	3,187,052	\$	963,919

# 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

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2<sup>nd</sup> day of April A.D. 2012

William M. Gardner Secretary of State

# **CERTIFICATE OF VOTE**

(Corporate Authority)

-	, Secretary of _	Southern New Hampshire Services, Inc.
(name)		(corporation name)
• • • •	New Hampshir ate of incorporation	corporation, hereby certify that: (1) I on)
familiar with the minute books of the	ne Corporation; (3; (4) that the Board	oration; (2) I maintain and have custody and am B) I am duly authorized to issue certificates with d of Directors of the Corporation have authorized, and effect until 6/30/13 Contract Termination Date
The person(s) holding the below list	ted position(s) to	execute and deliver on behalf of the Corporation
any contract or other instrument for th	ne sale of products	and services:
Gale F. Hennessy		Executive Director
Michael O'Shea		Fiscal Officer
Denise Vallancourt	<u> </u>	Accounting Manager
(5) the meeting of the Board of Direc	tors was held in a	ccordance with New Hampshire (state of incorporation)
law and the by-laws of the Corporat	ion; and (6) said	authorization has not been modified, amended or
rescinded and continues in full force a	and effect as of the	e date hereof.
IN WITNESS WHEREOF, I have he day of, 20	•	nd as the Secretary of the Corporation this 15th  Nancy Guthrie, Secretary
	arch	_, 20 <u>13</u> , before me, <u>Diane P. Erikson</u>
the undersigned officer, personally ap	peared, Nancy	Guthrie who acknowledged herself to be the
		ire Services, Inc., a corporation, and that she as
•	_	do so, executed the foregoing instrument for the
purposes therein contained.		
IN WITNESS WHEREOF, I hereunto	set my hand and	official seal
in withess wilekeer, thereund	see my nana ana	
		Gjarel. Ereson
SEAL Mr. Commission against	P. ERIK	Notary Public
My Commission expires:	NUBLIC NUN03, 2014 WHAMPSY	A CONTRACTOR OF THE PARTY OF TH
	HAMPSY	are the state of t

# SOUTHERN NEW HAMPSHIRE SERVICES, INC.

The Community Action Agency for Hillsborough and Rockingham Counties

Mailing Address: P.O. Box 5040, Manchester, NH 03108 40 Pine Street, Manchester, NH 03103 (603) 668-8010 Fax: (603) 645-6734

# RESOLUTIONS

(Approved by Board of Directors 9/27/12)

Resolved: The Board of Directors of Southern New Hampshire Services, Inc. authorizes Gale F. Hennessy, Executive Director/Chief Executive Officer, Michael O'Shea, Fiscal Officer/Chief Financial Officer, Deborah Gosselin, Program Operations Director/Chief Operating Officer or, in their absence, Denise Vallancourt, Accounting Manager to sign contracts, checks and other documents on behalf of the Agency with the following:

The State of New Hampshire including the Department of Health and Human Services: Division of Family Assistance for TANF, NHEP, Work Skills and Work Experience, CSBG, and Homeless Services; Division of Public Health Services for WIC/CSFP, and Substance Abuse Treatment Services; Division for Children, Youth & Families for Child Care Resource and Referral Services; Division of Community Based Care Services for Homeless Programs. The New Hampshire Office of Energy and Planning for the Weatherization Assistance Program, Heating, Repair and Replacement Program, Senior Energy Assistance Services, Fuel Assistance Program, and English for New Americans; the New Hampshire Department of Education for the Child & Adult Care Food Program, Summer Food Service Program, English as a Second Language, Portsmouth Adult Basic Education Program, and Adult Education/College Transitions at Portsmouth; Office of Minority Health Refugee Affairs for Refugee Social Services; the New Hampshire Department of Resources and Economic Development for the WIA Dislocated Worker, WIA Adult & Disadvantaged Programs, and OJT National Emergency Grants; the New Hampshire Department of Safety for Interpretation Services for Non-English Speakers and the Deaf and Hard of Hearing at Specified Meetings.

The U.S. Department of Health and Human Services, Administration for Children and Families for Head Start; U.S. Department of Labor/ETA for the YouthBuild Program; Office of Community Services sponsored programs; the Corporation for National and Community Services for RSVP; United States Department of Housing and Urban Development for Housing and Homeless Program.

The United Way of Greater Nashua; Heritage United Way; Monadnock United Way; United Way of the Greater Seacoast; NH Charitable Foundation for the Western Hillsborough County Family Services Program; Community Action Program Belknap/Merrimack Counties, Inc. for the Emergency Food Assistance Program, (TEFAP), the HOME Investment Partnership Program, and the Senior Community Service Employment Program; New Hampshire utility companies for Neighbor Helping Neighbor, Electric Assistance Program (EAP), and NHSaves Home Energy Solution and Home Energy Assistance Programs; National Grid for the KeySpan Energy Delivery Program; City of Manchester; City of Nashua; City of Nashua-Brownfield Fund; New Hampshire Housing Finance Authority; Manchester Housing and Redevelopment Authority; Nashua Housing Authority for housing and community development programs; New Hampshire Community Action Association; and any and all other Federal, State, Local, Public and Private Agencies seeking to provide services through contractual relationships with Southern New Hampshire Services, Inc.



# **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).

	ertificate holder in lieu of such endor				100rse	ment. A stan	tement on th	is certificate does not co	nter	rights to the
PRO	DUCER				CONTA NAME:	CT Karen S	haughnes			
FI.	AI/Cross Ins-Manchester				PHONE	(603)	669-3218	FAX (A/C, No); (	603) 6	45-4331
11	00 Elm Street				E-MAIL ADDRE			ossagency.com		-
					A S S A S			DING COVERAGE		NAIC #
Ма	nchester NH 03	101			INSURE	_	delphia			
INSL	IRED				INSURE	RB MEMIC	Indemni	ty Company		11030
So	uthern NH Services				INSURE	RC:				
P.	O. Box 5040				INSURE					
					INSURE	RE;				
Ma	nchester NH 03	108			INSURE					
CO	VERAGES CER	TIFIC	ATE	NUMBER:12-13 A11	line	s		REVISION NUMBER:		
C	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	PERTA	EMEN	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF AN ED BY	Y CONTRACT	OR OTHER	DOCUMENT WITH RESPECT TO	ст то	WHICH THIS
INSR	TYPE OF INSURANCE	ADDL S	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/QD/YYYY)	LIMITS		
التنجي	GENERAL LIABILITY							EACH OCCURRENCE	s	1,000,000
	X COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence)	 \$	100,000
A	CLAIMS-MADE X OCCUR		,	PHPK959421		12/31/2012	12/31/2013		\$	10,000
	X Employee Benefits									1,000,000
	X Professional Liab							GENERAL AGGREGATE	s	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$	2,000,000
	X POLICY PRO- JECT LOC								\$	
	AUTOMOBILE LIABILITY					_		COMBINED SINGLE LIMIT (Ea accident)	<b>\$</b>	1,000,000
A	X ANY AUTO							, , , , , , , , , , , , , , , , , , , ,	\$	
	ALL OWNED SCHEDULED AUTOS		3	PHPR959421		12/31/2012	12/31/2013	action ( or action)	\$	
	HIRED AUTOS NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident)	\$	
								Underinsured motorist	\$	1,000,000
	X UMBRELLA LIAB X OCCUR							EACH OCCURRENCE	\$	5,000,000
A	EXCESS LIAB CLAIMS-MADE						, ,	AGGREGATE	\$	
_	DED RETENTION\$		_	PHUB406269		12/31/2012	12/31/2013		\$	
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  Y/N			3102801290				X WC STATU- TORY LIMITS OTH- ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE N	NIA		(3a.) ME & NH		12/31/2012	12/21/2012		\$	500,000
	(Mendatory in NH) If yes, describe under		ľ	All officers include	a	12/31/2012	12/31/2013	E L. DISEASE - EA EMPLOYEE		500,000
	DÉSÉRIPTION OF OPERATIONS below	$\vdash$						E.L. DISEASE - POLICY LIMIT	<u> </u>	500,000
A	Crime		3	PHPK959421		12/31/2012	12/31/2013	Fidelity		\$250,000
Re	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC Fer to policy for exclusion	CLES (A	Attach	ACORD 101, Additional Remarks dorsements and spe	cial	provisio	ons .			
CE	RTIFICATE HOLDER		_		CAN	CELLATION				_
	NH Office of Energy & Johnson Hall 107 Pleasant Street	Pla	nni	ng	ACC	EXPIRATION	N DATE THE	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL B LY PROVISIONS.		
	Concord, NH 03301				Laur	a Perrin/	JSC	Laur F	2 en	i.

ACORD 25 (2010/05)

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# **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

# DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

# 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 ~ MARCH 2013

or Low-Income Sector HS Policy Council	Representing Manchester   Julie Stokes   James Brown   Term: 12/12-12/13   Term: 9/12-9/15	Nancy Guthrie, Secretary Tem: 9/12-9/15	Representing Nashua Janet Allard Tem: 9/11-9/14 Shirley Pelletier Tem: 6/12-9/14	Representing Towns  Martha Verville  Term: 9/10-9/13  Leo G. Sauve, Sr.  Term: 9/10-9/13	m County Representing Rockingham County
Private Sector	Representing Manchester German J. Ortiz	Sarah Jacobs Tem: 9/11-9/14	Representing NashuaRepresentingDolores Bellavance, Vice-ChairmanJanet AllardTem: 9/12-9/15Tem: 9/11-9/Wayne R. JohnsonShirley PelleTem: 9/12-9/15Tem: 6/12-9/	Representing Towns Richard Delay, Sr., Chairman Tem: 9/12-9/15 Mary M. Moriarty Tem: 9/12-9/15	Representing Rockingham County
Public Sector	Representing Manchester  Lou D'Allesandro  Peter Ramsev		Representing Nashua Constance J. Erickson, <i>Treasurer</i> Arthur T. Craffey, Jr.	Representing Towns Thomas Mullins Linda T. Foster	Representing Rockingham County

# SOUTHERN NEW HAMPSHIRE SERVICES, INC.

The Community Action Agency for Hillsborough County
Mailing Address: P.O. Box 5040, Manchester, NH 03108
40 Pine Street, Manchester, NH 03103

Telephone: (603) 668-8010 Fax: (603) 645-6734

# **List of Key Administrative Personnel**

<b>As of:</b> March 2013			This Contract	
Title	Name	Annual Salary	percentage	amount
Executive Director	Gale Hennessy	176,995	0.00%	0
Fiscal Officer	Michael O'Shea	128,000	0.00%	0
Chief Operating Officer	Deborah Gosselin	102,994	0.00%	0

# 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

# **MICHAEL O'SHEA**

# **EXPERIENCE**

Southern New Hampshire Services, Inc.

Community Action Agency for Hillsborough County, N H

1976 - Present Fiscal Officer / Deputy Director

Responsible for overseeing all organization fiscal operations, including general ledgers, budget preparation, purchasing, insuring fiscal accountability, monitoring cash management systems, contracting independent annual audits, and insuring acceptable accounting standards and procedures. Responsible for maintaining fiscal and accounting practices in accordance with funding source requirements and policies of the SNHS Board of Directors.

1973 - 1976 **Accountant** 

Assistant to comptroller in all agency accounting functions. Programs included: CETA - Department of Labor; Elderly Nutrition - State Council on Aging; Head Start - Dept. of Health, Education and Welfare; Administration, Office of Economic Opportunity; and various other Federal and State grants.

Major responsibilities included reporting to management as well as the various Government agencies on all fiscal affairs. Duties included monthly financial reports, budgets, general ledger, accounts payable, receivable, and payroll.

1973 - 1974 **Social Worker** 

Helped with running of food co-op. Distributed surplus foods. Certified needy people for fuel loans. Placed high scholars in jobs through Rent-A-Kid.

1969 - 1973 Jordan Marsh, Portland, Maine

Shuttle driver responsible for passengers and mail from Portland to Boston and return. Stock boy.

# **EDUCATION**

1972 - 1974 New Hampshire College, Manchester, NH

B.S. Accounting. Major courses in Accounting and Math.

1970 - 1972 Andover Institute of Business, Portland, Maine

A. S. Accounting. Major courses in Accounting and Math.

# **DEBORAH A GOSSELIN**

# **EXPERIENCE**

Southern New Hampshire Services, Inc., (1979 – Present)
Manchester, NH

# Director of Program Operations (1997 - Present)

- Coordinate the operations of more than two dozen current programs and implement new programs, all
  providing services for economically disadvantaged population
- The diverse component programs which require an integrating factor for effective management, targeting of resources and fiscal responsibility to the agency, to each other and to the general community
- Work with developmental staff to start-up, integrate with other component program through initial orientation of new Program Directors
- Facilitate meetings
- Develop partnerships with community agencies who can lend support
- Serve as resource person for development and implementation of management skills, techniques and trainings.

# **Head Start/Child Development Director (1994 – 1997)**

- Administered federally funded Head Start Program
- Duties included Grant writing, program planning implementation, evaluation responsible for development and coordination of the major components of the Head Start program; education, health, mental health, social services, parent involvement, nutrition, disabilities and transportation.

# Family Services Director (1982 - 1994)

- Administered several federally funded energy programs
- Duties included program planning, implementation, evaluation
- Designed programs with private sector which included: Neighbor Helping Neighbor, Residential Low Income Conservation and Residential Space Heating Programs
- Developed strong relationships with community organizations and funding sources
- Served as the state chairperson of New Hampshire's Fuel Assistance Directors Association
- Acted as liaison between Community Action Agencies and the Governor's Office of Energy and Planning
- Also provided supervision and training to program coordinator, oversaw the budget, approved final selection of staff for Accompanied Transportation and Parent Aide Programs.

# Field Coordinator (1980 - 1983)

- Assisted the Director of the Fuel Assistance Program
- Trained, supervised and evaluated staff
- Implemented program outreach activities
- Wrote public service announcements and press releases.

# **Community Liaison (1979 – 1983)**

- Established social service network through Hillsborough County
- Informed the general public about agency services and program criteria
- Started Citizen's Advisory Council.

# Head Start Lead Teacher/Family Coordinator (1977 – 1979)

# Nashua and Manchester, NH

- Responsible for classroom management of pre-school children and daily planning geared towards individual needs
- Conducted parenting skills workshops and home visits
- Developed a Parent Advisory Council and coordinator of the Curriculum Committee.

# **EDUCATION & TRAINING**

- Bachelor of Science, Early Childhood Education Cum Laude University of New Hampshire, Durham, NH
- Southern New Hampshire University Graduate School of Business Non-Profit Management for Community Development Organizations
- Head Start Program In-Service Training
   Rivier College, Nashua, NH
   Perspectives of Parenting and Multi-culturism
- NH Office of Alcohol and Drug Prevention
   Life Balance and Stress Solutions
   National Business Women's Leadership Association
   National Seminars Group, Rockhurst College
- UNH Continuing Education, Nashua, NH
   Whole Language in the Early Years (K-3)
- Notre Dame College, Manchester, NH Diagnostic and Remedial Reading
- NH Office of Alcohol and Drug Prevention Parenting Conference

# **COMMUNITY INVOLVEMENT / RECOGNITIONS**

- CCAP, Certified Community Action Professional
- Governor's Task Force to Study Temporary Assistance to Needy (TANF) HB1461
   Served as Sub-committee Transportation, Chairperson
- NH Works Operator Consortium Committee, Member
- New Hampshire Employment Program, Oversight Team Member
- Seniors Count Coordinating Committee, Member
- Greater Manchester Association of Social Agencies (GMASA), Executive Committee Member
- James B. Sullivan Services Leadership Award

# **COMMUNITY INVOLVEMENT PAST**

- Seniors Count Home Maintenance Committee
- Manchester Community Resource Center, Board of Directors
- Kiwanis International