

25 28



CHRISTOPHER T. SUNUNU  
GOVERNOR

# STATE OF NEW HAMPSHIRE

## OFFICE OF STRATEGIC INITIATIVES

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

DIVISION OF PLANNING  
DIVISION OF ENERGY  
www.nh.gov/osi

March 8, 2019

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

### REQUESTED ACTION

Authorize the Office of Strategic Initiatives (OSI) to enter into a **SOLE SOURCE** contract with Southwestern Community Services, Inc. (VC #177511), Keene, NH, in the amount of \$227,345.00 to supplement the Agency's Weatherization Assistance Program (WAP), effective March 27, 2019, through December 31, 2019, upon approval of Governor and Executive Council. 100% Federal Funds. (LIHEAP-US-DHHS)

Funding is available in the following account, contingent upon the availability and continued appropriation of funds in the operating budget, as follows:

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

FY 2019

\$227,345.00

### EXPLANATION

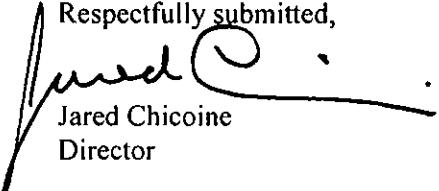
This contract is **SOLE SOURCE** because of the US Department of Energy's (US DOE) grant guidance (10 CFR 440.15) giving Community Action Agencies preferred status for the Weatherization Assistance Program due to their non-profit status, their role providing a range of services to clients eligible for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

OSI is responsible for administering New Hampshire's statewide Weatherization Assistance Program (WAP). The objective of the program is to reduce energy consumption and the impact of energy costs in low-income households. Priority is given to the elderly, disabled, households with children, and households with high-energy usage. The funding in this contract will supplement WAP work.

The Low Income Home Energy Assistance Program (LIHEAP-US DHHS) funding will allow the Community Action Agency (CAA) to effectively and efficiently increase the number of homes receiving heating system improvements and/or full weatherization services in the program year which begins on March 27, 2019. OSI estimates that approximately twenty-eight (28) additional homes will be assisted in the CAA's service area as a result of the supplemental funding.

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

Respectfully submitted,


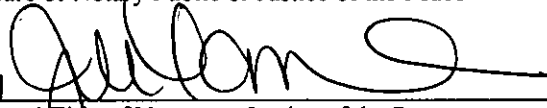
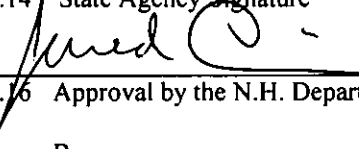
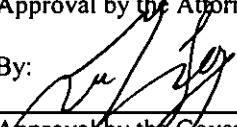
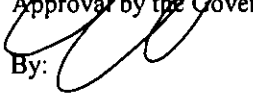
  
Jared Chicoine  
Director

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS****1. IDENTIFICATION.**

1.1 State Agency Name Office of Strategic Initiatives		1.2 State Agency Address 107 Pleasant Street, Johnson Hall Concord, NH 03301	
1.3 Contractor Name Southwestern Community Services, Inc.		1.4 Contractor Address 63 Community Way, PO Box 603 Keene, NH 03431	
1.5 Contractor Phone Number (603) 352-7512	1.6 Account Number 01-02-02-024010-77050000-074-500587 02BWP19	1.7 Completion Date December 31, 2019	1.8 Price Limitation \$227,345.00
1.9 Contracting Officer for State Agency Kirk Stone, Weatherization Program Manager		1.10 State Agency Telephone Number (603) 271-2155	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory John Manning, Chief Executive Officer	
1.13 Acknowledgement: State of N.H., County of Cheshire On 02/11/19, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		JILL A. TOMLIN, Justice of the Peace State of New Hampshire My Commission Expires April 5, 2022	
1.13.2 Name and Title of Notary or Justice of the Peace Jill Tomlin, Justice of the Peace			
1.14 State Agency Signature  Date: 2/25/19		1.15 Name and Title of State Agency Signatory Janet Chicoine - Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 3/4/19			
1.18 Approval by the Governor and Executive Council (if applicable) By:  On: _____			

Jan  
2/11/19

**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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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

## **New Hampshire Office of Strategic Initiatives**

### **EXHIBIT A**

#### **Scope of Services**

1. Southwestern Community Services, Inc., hereinafter "the Contractor," agrees to utilize the Building Weatherization Program (BWP) funds – which are the subject of this contract and which have their origin in the federal Low Income Home Energy Assistance Program (LIHEAP) – to provide eligible clients with weatherization services, including heating system repair and replacement services, which meet the requirements and standards for LIHEAP weatherization work. In addition, all work completed using BWP funds will be in accordance with the fiscal requirements of regulations set forth in 2 CFR 200 as amended, and will be guided and implemented as directed by the Office of Strategic Initiatives (OSI) in this contract and, from time to time, in BWP Subgrantee Notices or other communications. The Contractor agrees to revise BWP practices and procedures to incorporate instructions from OSI.

The Contractor agrees to incorporate changes to the NH Building Weatherization Program as prescribed by OSI to improve program delivery. Contractor further agrees to perform all weatherization services in a manner that will successfully interact with utility administered energy efficiency programs for low income households in order to provide the best collaborative services for those households.

2. This BWP contract period will commence on March 27, 2019, and will have a completion date of December 31, 2019, subject to the approval of the Governor and Executive Council.
3. BWP funds, which are the subject of this contract, shall not be expended for health and safety purposes. However, in projects where BWP money is used without any federal Weatherization Assistance Program (WAP) money involved – in other words, where there is no money for the installation of health and safety measures – then that BWP project may include the cost of incidental repair measures (see the NH Policies and Procedures Manual) if, by so doing, the cumulative SIR for the whole project is not brought down to below 1.
4. No portion of the BWP funding in this contract is set aside for training and technical assistance (T&TA). However, Contractor may choose to expend some or all of the designated administrative funds on T&TA activities. Appropriate back-up and justification for the use of those funds will be required by OSI prior to reimbursement.
5. During the contract period, the Contractor agrees to complete weatherization services on the number of units that is the result of dividing the Contractor's PY19 BWP allocation by \$8,000. OSI understands that the actual number of BWP completions will likely be greater (the average cost per unit will be less than \$8,000), and OSI expects to see monthly BWP payment requests in order to monitor BWP spending progress. Unit completions will be done to the standards and expectations presented in LIHEAP weatherization guidance.
  - a. The number of dwelling units and the amount of funds to be expended shall conform to the provisions of this contract. OSI reserves the right to review progress under this contract at any time and may utilize information from such reviews to alter dwelling unit goals and funds to be expended.
  - b. All funds provided to the Contractor under this agreement must be expended by December 31, 2019.

6. Effective April 1, 2015, all work performed under the federal Weatherization Assistance Program (WAP) in New Hampshire must meet the minimum specifications defined in the US Department of Energy's "Quality Work Plan" (QWP) and the associated Standard Work Specifications (SWS). While BWP work is not subject to those same specifications directly, Contractor will manage BWP work in a manner which provides clients with weatherization outcomes similar to those achieved under WAP guidance whenever possible.
7. Client eligibility for BWP-funded weatherization work should generally be the same as for WAP-funded weatherization work: client income is to be no greater than 200% of the federal poverty guidelines (FPG). However, because the LIHEAP eligibility income ceiling is higher than the WAP ceiling (LIHEAP funds may be expended on clients with incomes at or below 60% of New Hampshire's median income, which, in 2019, is an amount higher than 200% FPG), Contractor may utilize BWP funds with clients who meet the LIHEAP income guidelines. If the project is to be in any part funded using WAP funds, then the client's income must be no greater than 200% FPG.
8. BWP money may be "leveraged" (used in combination with) any other weatherization funding source. If WAP/DOE money is used in a dwelling weatherization project, that project must be completed to WAP standards and be approved as "WAP complete, ready for reimbursement" by a certified Quality Control Inspector.
  - a. Exception: PY19 BWP dollars (the subject of this contract) may NOT be used in combination with PY18 BWP dollars or PY18 HRRP dollars on the same job. The PY18 BWP and HRRP contracts and the PY19 BWP contracts will overlap in time between March 27, 2019, and June 30, 2019. In that period, any one job can only have charges to one program year or the other – not both.
9. BWP money may be used for either full dwelling weatherization upgrades or for heating system improvements alone. Contractor is obligated under this contract to expend at least 50% of the contracted BWP amount on heating system repairs and/or replacements.
  - a. The PY19 BWP package of forms (see item 12, b, below) for reporting BWP expenditures will include the addition of columns to make clear when money was used for:
    - i. Restoration of heating services (repair or replacement of inoperable heating equipment) or for
    - ii. Prevention of heating system service loss (repair or replacement of operable equipment to avoid approaching failure) or for
    - iii. Supplementing or fully supporting a whole house weatherization project, with space to report when heating system work paid for with BWP funds is part of that whole house upgrade.
10. The maximum amount of BWP money to be spent on any one dwelling project is \$8,000. If the BWP budget for any one project must exceed that amount, a waiver must be received from OSI.
11. BWP production includes:
  - a. Weatherization upgrades which are commensurate with a work plan developed from a thorough dwelling energy audit and a TREAT model prepared by a qualified (BPI certified) Building Analyst or Energy Auditor or Quality Control Inspector who has developed the work plan (the energy conservation measures – ECMs – to be installed) using either the "benefit/cost ratio" (B/C methodology) as defined by the utilities' Home Energy Assistance (HEA) program or the

“savings to investment ratio” (SIR) methodology as defined by the US DOE for use in WAP. The SIR methodology must be used when the project will include at least one ECM which is to be paid for with WAP funds.

- b. Final inspections which determine:
  - i. Whether the project’s work plan was appropriate and complete, taking into account the methodology – B/C or SIR – used by the energy auditor to select the ECMs to be installed, the pre-weatherization condition of the building, etc.
  - ii. Whether that appropriate work plan was fully and effectively implemented in the dwelling, providing the client with a comprehensive energy-saving weatherization outcome.
- c. In projects where BWP money is used alongside WAP money in the same dwelling, that project must be completed using the WAP rules and standards, including the installation of only those measures which individually achieve an SIR equal to or greater than 1, the use of a certified Quality Control Inspector to perform the final inspection, etc.
- d. In projects where no WAP money is involved, the final BWP inspection may be performed by a person holding a current BPI certification in at least one of the following areas: Building Analyst or Energy Auditor or Quality Control Inspector.
- e. Because BWP money is not WAP money, BWP money may be used in weatherization upgrades to dwellings which have received WAP-funded upgrades since September of 1994 by presenting a waiver request to OSI. However:
  - i. Re-weatherization should be done sparingly, remembering that there are thousands of potential clients who have received no weatherization services at all.
  - ii. Care should be taken, as always, to avoid even the appearance of favoritism.
  - iii. WAP money cannot be part of the leveraging done on re-weatherized dwellings which received the benefit of at least some WAP dollars in the first round of weatherization work done.

**12. The tracking of BWP jobs will include:**

- a. Contractor preparation and maintenance of a client file on every BWP job. Contractor will utilize a filing protocol which allows recovery of the file when checking future jobs against previous weatherization work performed at that address, etc. – even if no WAP money was used. Future CAP agency WAP Directors need to be able to check on weatherization work completed in dwellings, whether WAP money was used or not.
- b. The use of a separate BWP reimbursement request package/spreadsheet supplied by OSI. All jobs with any BWP money invested must be submitted for reimbursement on the BWP set of forms. If a particular job also includes the use of any WAP money, then that job will have to be submitted for WAP reimbursement as well – using the WAP reimbursement request forms already in use. Therefore, if a single weatherization job uses funds from two different weatherization funding sources managed by OSI, that job must be submitted to OSI twice in order for it to be reimbursed for the correct amount from each source.

**13. This agreement consists of the following documents: a completed P-37 form, and Exhibits A, B, C, D, E, F, G, H, I, and J. All exhibits are incorporated herein by reference as if fully set forth herein.**



**New Hampshire Office of Strategic Initiatives**

**EXHIBIT B**

**Methods and Conditions of Payment**

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

\$227,345	(which hereinafter is referred to as the "Contracted Amount"), of which
\$ 11,367	is the maximum to be spent on BWP related administrative costs,
\$215,978	(the balance) to be spent on weatherization activities (Program Activity).

Drawdowns from the total contracted amount will be paid to the Contractor only after written documentation of cash need is submitted to OSI. Disbursement of the contracted amount shall be made in accordance with the procedures established by the State and 2 CFR 200.305(b) on an advance basis; limited to minimum amounts needed; and be timed to be in accordance with the actual, immediate cash requirements of the Contractor in carrying out the purpose of the program. The Contractor must make timely payments to (sub)contractors in accordance with the contract provisions. Contractor shall submit a payment request to OSI for each month of the contract period, using the forms to be provided by OSI for that purpose. Payment requests from Contractor shall be received at OSI no later than the 15<sup>th</sup> day of each month, or the first business day following the 15<sup>th</sup> day.

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

OSI will also be allowed, as a function of its administrative oversight, to modify contracted budget amounts as necessary to ensure the efficient and effective operation of the contract as long as these modified expenditures do not exceed the total "Contracted Amount" as specified above.

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

## New Hampshire Office of Strategic Initiatives

### EXHIBIT C

#### Special Provisions

1. 2 CFR 200, as amended, (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), 10 CFR 440 dated February 1, 2002 (Weatherization Assistance Program), the New Hampshire Weatherization Assistance Program (NHWAP) State Plan, NHWAP Policies and Procedures Manual (P&PM), and NHWAP Field Guide are all considered part of this contract by inclusion and shall be legally binding and enforceable documents under this contract. The Office of Strategic Initiatives (OSI) reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs, withholding of funds, suspension of agency personnel, disbarment of agency personnel, disbarment of agencies and/or subcontractors from present or future contracts, and such other legal remedies as determined to be appropriate by the New Hampshire Department of Justice in the enforcement of rules and regulations pertaining to the Weatherization Program.
2. An audit shall be made at the end of the Contractor's fiscal year in accordance with 2 CFR 200, Subpart F - Audit Requirements. This audit report shall include a schedule of revenues and expenditures by contract or grant number of all expenditures during the Contractor's fiscal year. The Contractor shall utilize a competitive bidding process to choose a qualified financial auditor at least every four years.

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

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

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

4. The costs charged under this contract shall be determined as allowable under the cost principles detailed in 2 CFR 200 Subpart E - Cost Principles.
5. Program and financial records pertaining to this contract shall be retained by OSI and the Contractor for 3 (three) years from the date of submission of the final expenditure report or, for awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, as stated in 2 CFR 200.333 - Retention Requirements for Records.
6. The following paragraphs shall be added to the general provisions:

"25. RESTRICTION ON ADDITIONAL FUNDING. It is understood and agreed between the parties that no portion of the "Grant" funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized under that law."

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

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

"28. PROCUREMENT. Subgrantee shall comply with all provisions of 2 CFR 200 Subpart D – Post Federal Award Requirements – Procurement Standards with special emphasis on financial procurement (2 CFR 200 Subpart F – Audit Requirements) and property management (2 CFR 200 Subpart D – Post Federal Award Requirements – Property Standards.)"

# **New Hampshire Office of Strategic Initiatives**

## **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 US DEPARTMENT OF ENERGY US DEPARTMENT OF HOMELAND SECURITY**

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about—
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

Exhibits D thru H

Page 1 of 7

Initials jm Date 2/1/19

Award # G-1901NHLIEA, CFDA #93.568

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

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES  
US DEPARTMENT OF ENERGY  
US DEPARTMENT OF HOMELAND SECURITY**

- (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)

63 Community Way  
Keene, NH 03431

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

---

Southwestern Community Services, Inc.

Contractor Name

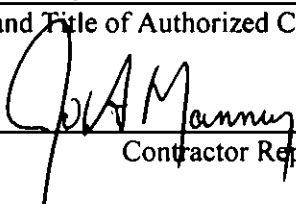
March 27, 2019 – December 31, 2019

Period Covered by this Certification

---

John Manning, Chief Executive Officer

Name and Title of Authorized Contractor Representative



Contractor Representative Signature

02/11/19

Date

Exhibits D thru H

Page 2 of 7

Initials JM Date 2/11/19

Award # G-1901NHLIEA, CFDA #93.568

**New Hampshire Office of Strategic Initiatives**

**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  
US DEPARTMENT OF ENERGY  
US DEPARTMENT OF HOMELAND SECURITY**

Programs (indicate applicable program covered):

Community Services Block Grant

**Low-Income Home Energy Assistance Program**

HRRP Program


**BWP Program**

Contract Period: March 27, 2019 – December 31, 2019

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

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

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

  
Contractor Representative Signature

John Manning, Chief Executive Officer  
Contractor's Representative Title

Southwestern Community Services, Inc.

02/11/19

Contractor Name

Date

Exhibits D thru H

Page 3 of 7

Initials JM Date 2/11/19

Award # G-1901NHLIEA, CFDA #93.568

# New Hampshire Office of Strategic Initiatives

## STANDARD EXHIBIT F

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

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

#### *Instructions for Certification*

- (1) By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Office of Strategic Initiatives (OSI) 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 OSI 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, OSI may terminate this transaction for cause or default.
- (4) The prospective primary participant shall provide immediate written notice to the OSI 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.
- (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 OSI.
- (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 OSI, 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, OSI may terminate this transaction for cause or default.

Exhibits D thru H

Page 4 of 7

Initials gm Date 2/1/19

Award # G-1901NHLIEA, CFDA #93.568

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

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


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

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

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

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

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

 Contractor Representative Signature	John Manning, Chief Executive Officer Contractor's Representative Title
Southwestern Community Services, Inc. Contractor Name	02/11/19 Date



**New Hampshire Office of Strategic Initiatives**

**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

John Manning, Chief Executive Officer

Contractor's Representative Title

Southwestern Community Services, Inc.

Contractor Name

02/11/19

Date

Exhibits D thru H

Page 6 of 7

Initials JM Date 2/11/19

Award # G-1901NHLIEA, CFDA #93.568

**New Hampshire Office of Strategic Initiatives**

**STANDARD EXHIBIT H**

**CERTIFICATION**

**Public Law 103-227, Part C**

**ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

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

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



Contractor Representative Signature

John Manning, Chief Executive Officer

Contractor's Representative Title

Southwestern Community Services, Inc.

Contractor Name

02/11/19

Date

Exhibits D thru H

Page 7 of 7

Initials *JM* Date *2/11/19*

Award # G-1901NHLIEA, CFDA #93.568

**New Hampshire Office of Strategic Initiatives**

**STANDARD EXHIBIT I**

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

**OMB Burden Disclosure Statement**

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

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

**Applicability and Period of Obligation**

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

**Employment Practices**

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

**Subrecipient Assurance**

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

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

### Data Collection and Access to Records

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

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

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

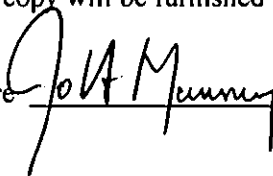
### Applicant Certification

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

John Manning, Chief Executive Officer

Southwestern Community Services, Inc.  
63 Community Way, Keene, NH 03431  
603-352-7512

Signature



Date 02/11/19

New Hampshire Office of Strategic Initiatives  
STANDARD EXHIBIT J

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

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

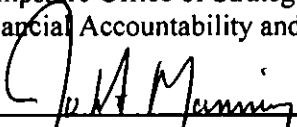
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the New Hampshire Office of Strategic Initiatives (OSI) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:


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

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

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

The below named Contractor agrees to provide needed information as outlined above to the New Hampshire Office of Strategic Initiatives and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

	John Manning, Chief Executive Officer
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)
Southwestern Community Services, Inc.	02/11/19
(Contractor Name)	(Date)

Contractor initials:   
Date: 2/11/19  
Page 1 of 2  
Award #G-1901NHLIEA, CFDA 93.568

New Hampshire Office of Strategic Initiatives

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 081251381

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

☒ NO

☐ YES

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

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

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

☐ NO

☐ YES

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

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

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

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

Contractor initials: gm

Date: 2/11/19

Page 2 of 2

Award #G-1901NHLIEA, CFDA 93.568

# State of New Hampshire

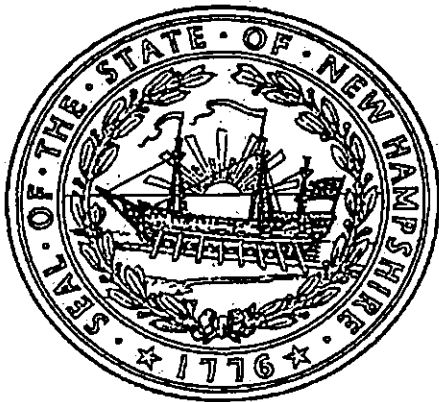
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHWESTERN COMMUNITY SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 19, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65514

Certificate Number : 0004080353



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 12th day of April A.D. 2018.

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner  
Secretary of State

## CERTIFICATE OF VOTE

(Corporate Authority)

I, Elaine M. Amer, Clerk/Secretary of Southwestern Community Services, Inc. Board of Directors  
(name) (Corporation name)

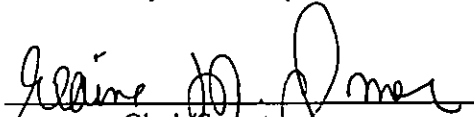
(hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly  
(state)  
elected and acting Clerk/Secretary of the Corporation; (2) I maintain and have custody and am familiar with the  
minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such  
books; (4) that the Board of Directors of the Corporation have authorized, on 02/18/16, such authority  
(date)  
to be in force and effect until December 31, 2019.  
(contract termination date)

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

<u>John A. Manning</u> (name)	<u>Chief Executive Officer</u> (position)
_____	_____
(name)	(position)

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


IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this  
11th day of February, 2019.

  
Clerk/Secretary

STATE OF NEW HAMPSHIRE  
COUNTY OF CHESHIRE

On this 11th day of February, 2019, before me, Jill Tomlin the undersigned Officer, personally  
appeared Elaine M. Amer who acknowledged herself to be the Clerk/Secretary of Southwestern Community  
Services, Inc. Board of Directors, a corporation and that she as such Clerk/Secretary being authorized to do so,  
executed the foregoing instrument for the purposes therein contained.

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

  
Jill Tomlin, Justice of the Peace

Commission Expiration Date:

JILL A. TOMLIN, Justice of the Peace  
State of New Hampshire  
My Commission Expires April 5, 2022

gm  
2/11/19





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/25/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Clark - Mortenson Insurance P.O. Box 606 Keene NH 03431	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> 603-352-2121	<b>FAX (A/C, No):</b> 603-357-8491
<b>INSURED</b> Southwestern Comm Services Inc PO Box 603 Keene NH 03431	<b>E-MAIL ADDRESS:</b> csr24@clark-mortenson.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Philadelphia Insurance Company	
	<b>INSURER B:</b> Maine Employer Mutual Insurance Co.	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		
<b>NAIC #</b>		

**COVERAGES** **CERTIFICATE NUMBER:** 2022931074 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		PHPK1835086	6/30/2018	6/30/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK1835086	6/30/2018	6/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB633333	6/30/2018	6/30/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		3102800768	4/1/2018	4/1/2019	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability		PHPK1835086	6/30/2018	6/30/2019	\$1,000,000 per occurrence \$2,000,000 general aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation Statutory coverage provided for the State of NH  
All Executive Officers are included in the Workers Compensation coverage

## CERTIFICATE HOLDER

State of New Hampshire  
Office of Strategic Initiatives  
Johnson Hall  
107 Pleasant Street  
Concord NH 03301-8501

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

To the Board of Directors of  
Southwestern Community Services, Inc.  
Keene, New Hampshire

## **INDEPENDENT AUDITORS' REPORT**

### **Report on the Financial Statements**

We have audited the accompanying consolidated financial statements of Southwestern Community Services, Inc. (a New Hampshire nonprofit corporation) and related companies, which comprise the consolidated statements of financial position as of May 31, 2017 and 2016, and the related consolidated statements of cash flows, and notes to the consolidated financial statements for the years then ended, and the related consolidated statements of activities and functional expenses for the year ended May 31, 2017.

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

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

### **Auditors' Responsibility**

Our responsibility is to express an opinion on these consolidated 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 consolidated financial statements are free from material misstatement.

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

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

### **Opinion**

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Southwestern Community Services, Inc. and related companies as of May 31, 2017 and 2016, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

### **Report on Summarized Comparative Information**

We have previously audited Southwestern Community Services, Inc. and related companies' 2016 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated December 9, 2016. In our opinion, the summarized comparative information presented herein as of and for the year ended May 31, 2016, is consistent, in all material respects, with the audited financial statements from which it has been derived.

### **Other Information**

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, the Schedule of Functional Revenues and Expenses, and the Schedule of Revenues and Expenditures for the Electric Assistance Program are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

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

In accordance with *Government Auditing Standards*, we have also issued our report dated October 11, 2017, on our consideration of Southwestern Community 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* in considering Southwestern Community Services, Inc.'s internal control over financial reporting and compliance.

*Leone McDonnell & Roberts*  
*Professional Association*

October 11, 2017  
Wolfeboro, New Hampshire

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES****CONSOLIDATED STATEMENTS OF FINANCIAL POSITION  
MAY 31, 2017 AND 2016****ASSETS**

	<b><u>2017</u></b>	<b><u>2016</u></b>
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 947,175	\$ 1,188,826
Accounts receivable	1,360,685	1,102,367
Prepaid expenses	19,252	23,413
Notes receivable	112,000	112,000
Interest receivable	41,067	36,587
Total current assets	<u>2,480,179</u>	<u>2,463,193</u>
<b>PROPERTY</b>		
Land and buildings	13,335,396	14,237,257
Vehicles and equipment	703,635	813,172
Furniture and fixtures	25,756	40,986
Total property	<u>14,064,787</u>	<u>15,091,415</u>
Less accumulated depreciation	<u>4,579,760</u>	<u>5,446,011</u>
Property, net	<u>9,485,027</u>	<u>9,645,404</u>
<b>OTHER ASSETS</b>		
Investment in related parties	142,782	10,000
Due from related parties	219,108	292,525
Cash escrow and reserve funds	359,589	341,367
Security deposits	37,906	35,961
Other assets	384	384
Total other assets	<u>759,769</u>	<u>680,237</u>
Total assets	<u>\$ 12,724,975</u>	<u>\$ 12,788,834</u>

**LIABILITIES AND NET ASSETS**

<b>CURRENT LIABILITIES</b>		
Accounts payable	\$ 166,495	\$ 155,247
Accrued expenses	233,842	146,363
Accrued payroll and payroll taxes	241,035	218,182
Other current liabilities	148,698	181,696
Refundable advances	238,345	201,064
Current portion of long term debt	211,313	381,611
Total current liabilities	<u>1,239,728</u>	<u>1,284,163</u>
<b>NONCURRENT LIABILITIES</b>		
Long term debt, less current portion shown above	<u>8,087,475</u>	<u>7,991,096</u>
Total liabilities	<u>9,327,203</u>	<u>9,275,259</u>
<b>NET ASSETS</b>		
Unrestricted	3,243,933	3,302,355
Temporarily restricted	153,839	211,220
Total net assets	<u>3,397,772</u>	<u>3,513,575</u>
Total liabilities and net assets	<u>\$ 12,724,975</u>	<u>\$ 12,788,834</u>

See Notes to Consolidated Financial Statements

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**CONSOLIDATED STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED MAY 31, 2017  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2017 Total</u>	<u>2016 Total</u>
<b>REVENUES AND OTHER SUPPORT</b>				
Government contracts	\$ 9,722,823	\$ -	\$ 9,722,823	\$ 9,060,110
Program service fees	1,862,236	-	1,862,236	2,030,772
Rental income	661,932	-	661,932	1,007,200
Developer income	265,000	-	265,000	254,004
Support	260,311	139,805	400,116	517,802
Fundraising	80,170	-	80,170	67,765
Interest income	6,699	-	6,699	4,710
Forgiveness of debt	90,148	-	90,148	61,209
Miscellaneous	140,537	-	140,537	264,795
In-kind contributions	162,966	-	162,966	215,867
Total revenues and other support	13,252,822	139,805	13,392,627	13,484,234
<b>NET ASSETS RELEASED FROM RESTRICTIONS</b>	197,186	(197,186)	-	-
Total revenues, other support, and net assets released from restrictions	13,450,008	(57,381)	13,392,627	13,484,234
<b>EXPENSES</b>				
<b>Program services</b>				
Home energy programs	3,812,708	-	3,812,708	3,676,121
Education and nutrition	2,367,558	-	2,367,558	2,344,682
Homeless programs	2,056,525	-	2,056,525	2,177,885
Housing services	2,073,178	-	2,073,178	2,576,850
Economic development services	571,865	-	571,865	331,262
Other programs	963,917	-	963,917	782,112
Total program services	11,845,751	-	11,845,751	11,888,912
<b>Supporting activities</b>				
Management and general	1,776,106	-	1,776,106	1,602,254
Total expenses	13,621,857	-	13,621,857	13,491,166
<b>CHANGES IN NET ASSETS BEFORE (LOSS) GAIN ON SALE OF PROPERTY</b>	(171,849)	(57,381)	(229,230)	(6,932)
<b>(LOSS) GAIN ON SALE OF PROPERTY</b>	(19,355)	-	(19,355)	759,643
<b>GAIN ON INVESTMENT IN LIMITED PARTNERSHIPS</b>	132,782	-	132,782	-
<b>CHANGE IN NET ASSETS</b>	(58,422)	(57,381)	(115,803)	752,711
<b>NET ASSETS, BEGINNING OF YEAR</b>	3,302,355	211,220	3,513,575	2,350,940
<b>NET ASSETS TRANSFERRED FROM LIMITED PARTNERSHIPS</b>	-	-	-	409,924
<b>NET ASSETS, BEGINNING OF YEAR</b>	3,302,355	211,220	3,513,575	2,760,864
<b>NET ASSETS, END OF YEAR</b>	\$ 3,243,933	\$ 153,839	\$ 3,397,772	\$ 3,513,575

See Notes to Consolidated Financial Statements

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES****CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED MAY 31, 2017 AND 2016**

	<u>2017</u>	<u>2016</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	\$ (115,803)	\$ 752,711
Adjustments to reconcile changes in net assets to net cash from operating activities:		
Depreciation and amortization	415,720	597,297
Loss (gain) on sale of property	19,355	(759,643)
Gain on investment in limited partnerships	(132,782)	-
Forgiveness of debt	(90,148)	(61,209)
(Increase) decrease in assets:		
Accounts receivable	(258,318)	(190,538)
Prepaid expenses	4,161	31,980
Interest receivable	(4,480)	(4,480)
Due from related parties	73,417	(164,685)
Security deposits	(1,945)	59,036
Other assets	-	15,584
Increase (decrease) in liabilities:		
Accounts payable	11,248	(603,671)
Accrued expenses	87,479	(820)
Accrued payroll and payroll taxes	22,853	(91,390)
Other current liabilities	(32,998)	49,000
Refundable advances	37,281	(38,170)
<b>NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES</b>	<u>35,040</u>	<u>(408,998)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
(Increase) decrease in escrow funds	(18,222)	237,589
Proceeds from sale of property	6,000	4,286,378
Purchase of property	(247,598)	(297,570)
<b>NET CASH (USED IN) PROVIDED BY INVESTING ACTIVITIES</b>	<u>(259,820)</u>	<u>4,226,397</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Net repayments on bank line of credit	-	(249,953)
Proceeds from long term debt	108,019	34,182
Repayment of long term debt	(122,890)	(2,636,139)
<b>NET CASH USED IN FINANCING ACTIVITIES</b>	<u>(16,871)</u>	<u>(2,851,910)</u>
<b>NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS</b>	<u>(241,651)</u>	<u>965,489</u>
<b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>	<u>1,188,826</u>	<u>197,247</u>
<b>CASH TRANSFERRED FROM LIMITED PARTNERSHIPS</b>	<u>-</u>	<u>26,090</u>
<b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>	<u>\$ 947,175</u>	<u>\$ 1,188,826</u>

See Notes to Consolidated Financial Statements

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)  
FOR THE YEARS ENDED MAY 31, 2017 AND 2016**

	<u>2017</u>	<u>2016</u>
<b>SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION</b>		
Cash paid during the year for interest	<u>\$ 141,285</u>	<u>\$ 253,726</u>
<b>SUPPLEMENTAL DISCLOSURES OF NONCASH INVESTING AND FINANCING ACTIVITIES</b>		
Property financed by long term debt	<u>\$ 33,100</u>	<u>\$ -</u>
Transfer of assets from newly consolidated LPs:		
Due from related parties	\$ -	\$ 40,000
Prepaid expenses	-	9,494
Land and buildings	-	3,097,594
Furniture and fixtures	-	28,666
Accumulated depreciation	-	(1,147,270)
Cash escrow and reserve funds	-	300,184
Security deposits	-	32,067
Total transfer of assets from newly consolidated LPs	<u>\$ -</u>	<u>\$ 2,360,735</u>
Transfer of liabilities from newly consolidated LPs:		
Accounts payable	\$ -	\$ 37,921
Accrued expenses	-	29,836
Long term debt	-	1,909,144
Total transfer of liabilities from newly consolidated LPs	<u>\$ -</u>	<u>\$ 1,976,901</u>
Transfer of net assets from newly consolidated LPs	<u>\$ -</u>	<u>\$ 409,924</u>

See Notes to Consolidated Financial Statements

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED MAY 31, 2017  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	Home Energy Programs	Education and Nutrition	Homeless Programs	Housing Services	Economic Development Services	Other Programs	Total Program	Management and General	2017 Total	2016 Total
Payroll	\$ 340,420	\$ 1,075,322	\$ 430,832	\$ 730,989	\$ 295,530	\$ 472,329	\$ 3,354,402	\$ 788,541	\$ 4,142,943	\$ 4,070,785
Payroll taxes	35,281	125,019	43,209	68,258	34,673	51,734	358,155	71,141	429,296	413,335
Employee benefits	127,786	355,513	170,674	271,958	67,322	213,776	1,207,009	47,209	1,254,218	1,120,567
Retirement	23,813	60,028	28,243	62,184	9,256	18,823	202,325	72,490	274,815	283,985
Advertising	-	7,461	2,489	1,315	1,114	17,017	29,396	121	29,517	33,432
Bank charges	-	1,438	60	3,685	-	-	5,183	8,944	12,127	13,837
Bad debt expense	-	-	-	-	-	-	-	-	-	27,860
Commercial subsidy	-	-	-	-	-	-	-	-	-	14,742
Computer cost	-	18,876	3,684	2,047	18,885	-	43,492	71,651	115,143	136,764
Contractual	295,313	13,334	84,355	61,418	25,339	71,879	531,638	55,628	587,264	521,327
Depreciation	-	27,104	108,291	119,250	-	14,245	268,890	146,830	415,720	597,297
Dues/registration	-	4,740	703	610	988	2,040	9,081	9,996	19,077	18,619
Duplicating	23	8,160	-	-	-	-	8,183	1,659	9,842	17,523
Insurance	9,007	17,398	23,302	46,897	11,299	7,855	115,558	31,617	147,175	189,624
Interest	-	7,063	8,754	5,728	-	2,015	23,560	117,725	141,285	253,726
Meeting and conference	1,871	286	6,183	10,894	851	3,517	23,002	25,520	49,122	81,582
Miscellaneous expense	1,148	603	2,406	130,835	1,740	24,855	161,587	6,747	168,334	195,315
Miscellaneous taxes	-	-	-	32,477	-	-	32,477	379	32,856	99,243
Equipment purchases	727	263	675	7,865	-	-	9,530	461	9,991	13,147
Office expense	5,306	17,095	6,358	4,796	10,084	14,307	57,946	15,405	73,351	70,256
Postage	68	331	102	14	1,038	99	1,652	22,677	24,329	25,403
Professional fees	2,673	-	2,500	44,515	-	-	49,688	84,653	134,341	140,599
Staff development and training	4,795	2,534	8,511	1,323	1,616	15,800	34,579	16,893	51,472	65,945
Subscriptions	-	-	-	845	-	-	845	1,552	2,397	2,293
Telephone	2,217	17,258	25,746	15,347	5,058	4,327	69,953	44,119	114,072	61,160
Travel	5,502	19,088	16,001	5,016	24,201	2,805	72,613	4,431	77,044	61,394
Vehicle	2,345	2,817	2,033	27,020	23,102	10,180	67,577	17,994	85,571	77,536
Rent	-	25,250	-	-	-	-	25,250	-	25,250	26,550
Space costs	-	217,475	234,349	365,323	2,500	1,200	820,847	113,725	934,572	889,970
Direct client assistance	2,954,453	180,038	858,065	52,808	37,269	15,134	4,097,767	-	4,097,767	3,741,723
In-kind expenses	-	162,966	-	-	-	-	162,966	-	162,966	215,867
<b>TOTAL FUNCTIONAL EXPENSES BEFORE MANAGEMENT AND GENERAL ALLOCATION</b>	<b>3,812,708</b>	<b>2,367,558</b>	<b>2,056,525</b>	<b>2,073,178</b>	<b>571,865</b>	<b>963,917</b>	<b>11,845,751</b>	<b>1,776,106</b>	<b>13,621,857</b>	<b>13,491,166</b>
Allocation of management and general expenses	571,663	354,983	306,347	310,844	85,743	144,526	1,776,106	(1,776,106)	-	-
<b>TOTAL FUNCTIONAL EXPENSES</b>	<b>\$ 4,384,371</b>	<b>\$ 2,722,541</b>	<b>\$ 2,362,872</b>	<b>\$ 2,384,022</b>	<b>\$ 657,608</b>	<b>\$ 1,108,443</b>	<b>\$ 13,621,857</b>	<b>\$ -</b>	<b>\$ 13,621,857</b>	<b>\$ 13,491,166</b>

See Notes to Consolidated Financial Statements



**Southwestern Community Services, Inc. Board of Directors - Composition – 2019 –**

**CHESHIRE COUNTY**

**SULLIVAN COUNTY**

**CONSTITUENT  
SECTOR**

**Beth Fox**

Assistant City Manager/  
Human Resources Director  
City of Keene

**Mary Lou Huffling**

Fall Mountain Emergency Food Shelf  
Alstead Friendly Meals

**Daniel Stewart**

Head Start Policy Council  
Parent Representative

**Brigitte Proulx**

Claremont Congress of Senior Citizens

---

**PRIVATE  
SECTOR**

**Elaine Amer, Clerk/Treasurer**

Amer Electric Company (*retired*)

**Anne Beattie**

Newport Service Organization

**Kevin Watterson, Chair**

Clarke Companies (*retired*)

---

**PUBLIC  
SECTOR**

**Jay Kahn**

State Senator, District 10

**Kerry Belknap Morris, M.Ed.**

Early Childhood Education  
River Valley Community College

**David Edkins**

Walpole, NH

**Derek Ferland**

Sullivan County Manager

# KEY ADMINISTRATIVE PERSONNEL

NH Office of Strategic Initiatives

Agency Name: Southwestern Community Services, Inc.

Program Name: Building Weatherization Program

Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
John Manning, CEO	\$107,016	0.00%	\$0.00
Terra Rogers, Energy Director	\$54,080	0.00%	\$0.00

--

# John A. Manning

## Summary

Over 30 years of experience with non-profit organizations, as both an outside auditor and presently Chief Financial Officer of a large community action agency.

## Experience

2014 Southwestern Community Services Inc.  
Keene, NH

### Chief Executive Officer

Responsible for overall supervision, management, monitoring and fiscal review of Community Action Agency social service programs providing services to low-income, elderly, and handicapped residents of Sullivan and Cheshire Counties, New Hampshire.

1990–2014 Southwestern Community Services Inc.  
Keene, NH

### Chief Financial Officer

Oversees all fiscal functions for a community action agency providing services to low and moderate income individuals. Programs include Head Start, Fuel Assistance, and multiple affordable housing projects. Supervises a staff of 7, with an agency budget of over \$ 13,000,000. Also oversees agency property management department, which manages over 300 units of affordable housing.

1985-1995 Keene State College Keene, NH

### Adjunct Professor

Taught evening accounting classes for their continuing education program.

1978-1990 John A. Manning, Keene, NH

### Certified Public Accountant

Provided public accounting services to small and medium sized clients, including multiple non-profit organizations. Performed certified audits on several clients, including Head Start and other non-profit clients.

1975-1978 Kostin and Co. CPA's West Hartford, Ct.

### Staff Accountant

Performed all aspects of public accounting for medium sized accounting firm. Audited large number of privately held and non-profit clients.

1971–1975 University of Mass. Amherst, Ma.  
B.S. Business Administration in Accounting

## Education

American Institute of Certified Public Accountants

## Organizations

NH Society of Certified Public Accountants

## *Terra Rogers*

PROFESSIONAL PROFILE: Current Director of Energy and Employment Programs with 10 years of experience in a non-profit setting.

---

### MANAGEMENT AND SOCIAL SERVICE SKILLS

- Personnel Relations
  - Strong PC skills
  - Human Resources
  - Problem Solving
  - Lead and Motivate
  - Excellent Communication
  - Community Outreach
  - Decision Making
  - Interviewing
  - Database Management
  - Training and Development
  - Maintain Confidentiality
- 

### EXPERIENCE

**Southwestern Community Services [Keene/Claremont, NH]** **11/2006- Current**

*Director of Energy and Employment Programs (11/2015- Current)*

Oversee all daily operations for Fuel Assistance, Electric Assistance, Neighbor Helping Neighbor, Senior Energy Assistance, Weatherization, HRRP, CORE, and Assurance 16 as well as the employment programs Workplace Success, Work Experience Program, and WIOA.

*WIOA Employment Counselor (11/2006- 11/2015)*

Provide career management services to eligible customers with a focus on helping them obtain employment. Follows stringent guidelines and extensive documentation to help ensure program is running with federal and state government regulations. Serves as a liaison between customers, instructors, school administrators and businesses. Strong understanding of community resources to help provide appropriate referrals throughout the community.

**Staples [various locations throughout VT, ME, NY and NH]**

**9/1996- 11/2006**

*Operations Manager*

Consistently promoted over a 10 year period. Established and maintained all store operations. Provided high end customer service which helped to continuously exceed maximum sales goals. Fulfilled a broad range of HR functions, including recruiting, onboarding, evaluations, staff training, administering benefits, overseeing disciplinary action and managing store personnel. Managed staff payroll, store scheduling, company marketing and overall store presentation.

### EDUCATION

*Granite State College- Concord, NH*

Bachelor of Science (BS) in Behavioral Science (Magnum Cum Laude)

Graduated June 2012