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STATE OF NEW HAMPSHIRE  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
OFFICE OF THE COMMISSIONER

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

October 11, 2012

His Excellency Governor John H Lynch  
And the Honorable Executive Council  
State House  
Concord, NH 03301

*Sole Source*

REQUESTED ACTION

Authorize the Department of Resources and Economic Development, Office of Workforce Opportunity to amend a **sole source** contract (#1011909) with Southern NH Services, Inc. (VC#177198) Manchester, NH by increasing the contract amount from \$1,548,071.18 to \$3,510,698.18 (an increase of \$1,962,627.00), and extending the end date from June 30, 2013 to June 30, 2014 for these additional funds only; for the delivery of Workforce Investment Act (WIA) On-the-Job (OJT) employment and training services. The original contract was approved by the Governor and Executive Council on October 20, 2010, Item #32; amended on September 28, 2011, Item #59 and on May 9, 2012, Item #55. All other terms and conditions remain unchanged. 100% Federal NEG Workforce Investment Act funds.

Funding is available in account titled, Workforce Opportunity as follows and pending approval for FY 2014:

	<u>FY13</u>	<u>FY14</u>
03-35-35-350010-53360000-102-500731 Contract for Program Services	\$1,700,000.00	\$262,627.00

EXPLANATION

This amendment request represents a budget adjustment in response to the receipt of additional NEG OJT funds awarded by USDOL based on successfully achieving goals set forth in earlier grant awards. Funds awarded through this contract agreement are for the purpose of the ongoing development of On-the-Job training opportunities statewide for long-term unemployed workers. Therefore, SNHS shall use funds to continue the current OJT program through June 30, 2014 consistent with modified implementation plan and project timeline approved by USDOL.

This contract amendment is sole source consistent with the original contract for services. However, an RFP for the purpose of identifying a WIA Project Operator, including all NEG projects was issued in 2011. Based on that RFP process SNHS was awarded a four year contract agreement. Therefore, in executing its responsibilities as the Administrative Entity for Workforce Investment Act (WIA), DRED's Office of Workforce Opportunity in consultation with the State Workforce Investment Board has designated specific operational and fiscal responsibilities for the administration of all WIA local program funds to Southern NH Services (SNHS) in accordance with RFP #02DREDOWOWIA dated June 2011.

The Attorney General's Office has approved this contract amendment as to form, substance and execution.

Respectfully submitted,

*George M. Bald*  
George M. Bald  
Commissioner

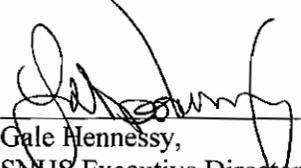


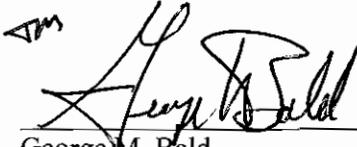
**MODIFICATION OF CONTRACT WITH RESPECT TO THE IMPLEMENTATION OF NEG  
WORKFORCE INVESTMENT ACT (WIA) OJT SERVICES**

The Department of Resources and Economic Development, Office of Workforce Opportunity and Southern NH Services, Inc. (SNHS), Manchester, NH (VC#177198, B006) hereby mutually agree to amend their contract (# 1011909) for NEG OJT Services, which was originally approved by the Governor and Executive Council on October 20, 2010 (Item #32), amended on September 28, 2011 (Item #59) and May 9, 2012 (Item #55) with a completion date of June 30, 2013. This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

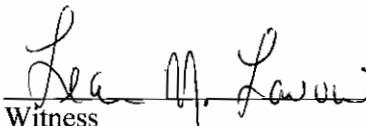
1. Increase contract amount of \$1,548,071.18 to \$3,510,698.18 (an increase of \$1,962,627.00, CFDA #17.277).
2. Funds to be used: \$1,817,247.00 for program services and \$145,380.00 for administrative costs.
3. Extend the contract end date from June 30, 2013 to June 30, 2014 for these additional funds only.
4. All other terms and conditions of this contract shall remain the same in full force and effect as originally set forth; and
5. This amendment is subject to approval by the Governor and Executive Council.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year written below.

  
Gale Hennessy,  
SNHS Executive Director  
Date 10-17-12

  
George M. Bald,  
DRED Commissioner  
Date 10-16-12

  
Diane P. Erison  
Witness  
Date 10/11/12

  
Lee M. Lawri  
Witness

Approved by the Attorney General (Form, Substance and Execution)

Date: 10/19/12

By: 

Approved by Governor and Executive Council

Date: \_\_\_\_\_

Item \_\_\_\_\_



MODIFICATION OF CONTRACT WITH RESPECT TO THE IMPLEMENTATION OF NEG  
WORKFORCE INVESTMENT ACT (WIA) OJT SERVICES

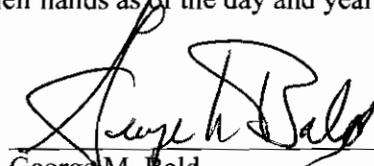
The Department of Resources and Economic Development, Office of Workforce Opportunity and Southern NH Services, Inc. (SNHS), Manchester, NH (VC#177198, B006) hereby mutually agree to amend their contract (# 1011909) for NEG OJT Services, which was originally approved by the Governor and Executive Council on October 20, 2010 (Item #32), amended on September 28, 2011 (Item #59) and May 9, 2012 (Item #55) with a completion date of June 30, 2013. This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

1. Increase contract amount of \$1,548,071.18 to \$3,510,698.18 (an increase of \$1,962,627.00, CFDA #17.277).
2. Funds to be used: \$1,817,247.00 for program services and \$145,380.00 for administrative costs.
3. Extend the contract end date from June 30, 2013 to June 30, 2014 for these additional funds only.
4. All other terms and conditions of this contract shall remain the same in full force and effect as originally set forth; and
5. This amendment is subject to approval by the Governor and Executive Council.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year written below.

  
\_\_\_\_\_  
Gale Hennessy,  
SNHS Executive Director

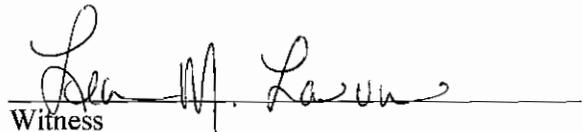
10/11/12  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
George M. Bald,  
DRED Commissioner

\_\_\_\_\_  
Date

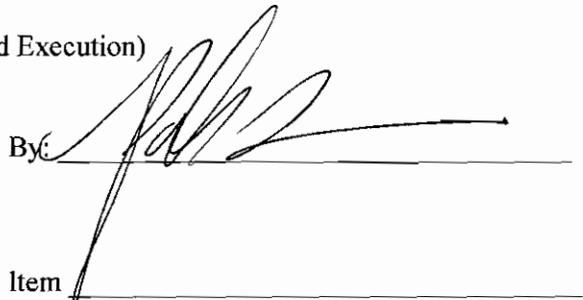
  
\_\_\_\_\_  
Diane P. Erisson  
Witness

10/11/12

  
\_\_\_\_\_  
Len M. Laron  
Witness

Approved by the Attorney General (Form, Substance and Execution)

Date: 10/19/12  
\_\_\_\_\_

By:   
\_\_\_\_\_

Approved by Governor and Executive Council

Date: \_\_\_\_\_

Item \_\_\_\_\_



**CERTIFICATE OF VOTE**  
**(Corporate Authority)**

I Nancy Guthrie, Secretary of Southern New Hampshire Services, Inc.  
(name) (corporation name)

(hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I  
(state of incorporation)

am the duly elected and acting Secretary of the Corporation; (2) I maintain and have custody and am familiar with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) that the Board of Directors of the Corporation have authorized, on 9/27/12, such authority to be in force and effect until 6/30/14.  
Contract Termination Date

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

<u>Gale F. Hennessy</u>	<u>Executive Director</u>
<u>Michael O'Shea</u>	<u>Fiscal Officer</u>
<u>Denise Vallancourt</u>	<u>Accounting Manager</u>

(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 Secretary of the Corporation this 11<sup>th</sup>  
day of October, 2012

Nancy Guthrie  
Nancy Guthrie, Secretary

STATE OF New Hampshire  
COUNTY OF Hillsborough

On this the 11<sup>th</sup> day of October, 2012, before me, Diane P. Erikson  
the undersigned officer, personally appeared, Nancy Guthrie who acknowledged herself to be the Secretary  
of Southern New Hampshire Services, Inc., a corporation, and that she as  
such Secretary being authorized to do so, executed the foregoing instrument for the  
purposes therein contained.

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

Diane P. Erikson  
Notary Public

**SEAL**

**My Commission expires:** June 3, 2014



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STATE OF NEW HAMPSHIRE  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
OFFICE OF THE COMMISSIONER

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

# 1011909

**NHRECOVERY**  
putting new hampshire to work

March 30, 2012

His Excellency Governor John H Lynch  
And the Honorable Executive Council  
State House  
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Resources and Economic Development, Office of Workforce Opportunity to amend a sole source contract (#1011909) with Southern NH Services, Inc. (VC#177198) Manchester, NH by increasing the contract amount from \$1,539,839.00 to \$1,548,071.18 (an increase of \$8,232.18), for the delivery of Workforce Investment Act (WIA) On-the-Job (OJT) employment and training services through June 30, 2013. The original contract was approved by the Governor and Executive Council on October 20, 2010, Item #32; and on September 28, 2011, Item #59. All other terms and conditions remain unchanged. 100% Federal ARRA and NEG Workforce Investment Act funds.

Funding is available in account titled, Workforce Opportunity as follows:

03-35-35-350010-53360000-102-500731 Contract for Program Services	FY 12 \$8,232.18
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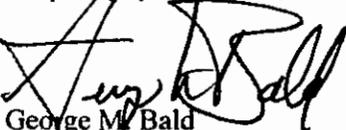
EXPLANATION

This amendment request represents a budget adjustment to ensure the maximum allowable funds are available for expenditure on the local level. All funds awarded through this contract agreement are for the sole purpose of developing On-the-Job training opportunities statewide for long-term unemployed workers. SNHS shall use funds to continue the current OJT program through June 30, 2013 consistent with the implementation plan and project timeline approved by USDOL. 47% of total funds available are ARRA funds with the remaining 53% being National Emergency Grant funds.

This contract amendment is sole source consistent with the original contract for services. However, in executing its responsibilities as the Administrative Entity for Workforce Investment Act (WIA), DRED's Office of Workforce Opportunity in consultation with the State Workforce Investment Board has designated specific operational and fiscal responsibilities for the administration of all WIA local program funds to Southern NH Services (SNHS) in accordance with RFP #02DREDOWOWIA dated June 2011.

The Attorney General's Office has approved this contract amendment as to form, substance and execution.

Respectfully submitted,

  
George M. Bald  
Commissioner





# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHERN NEW HAMPSHIRE SERVICES INC. is a New Hampshire nonprofit corporation formed May 28, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



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

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**  
**(Corporate Authority)**

I Mary M. Moriarty, Secretary of Southern New Hampshire Services, Inc.  
(name) (corporation name)

(hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I  
(state of incorporation)

am the duly elected and acting 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 September 22, 2011, such authority to be in force and effect until June 30, 2013.  
Contract Termination Date

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

<u>Gale F. Hennessy</u>	<u>Executive Director</u>
<u>Michael O'Shea</u>	<u>Fiscal Officer</u>
<u>Denise Vallancourt</u>	<u>Accounting Manager</u>

(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 Secretary of the Corporation this 27th  
day of March, 2012.

Mary M. Moriarty  
Mary M. Moriarty, Secretary

STATE OF New Hampshire  
COUNTY OF Hillsborough

On this the 27th day of March, 2012, before me, Diane P. Erikson  
the undersigned officer, personally appeared, Mary M. Moriarty who acknowledged herself to be the Secretary of Southern New Hampshire Services, Inc., a corporation, and that she as such Secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Diane P. Erikson  
Notary Public

SEAL.

My Commission expires:





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/6/2011

PRODUCER (603) 669-3218 FAX: (603) 645-4331

Ferdinando Insurance  
Laura Perrin  
637 Chestnut Street  
Manchester NH 03104INSURED  
Southern NH Services  
Michael O'Shea  
P.O. Box 5040  
Manchester NH 03108

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE NAIC #

INSURER A: Philadelphia Ins Co  
INSURER B: Maine Employers Mutual Ins

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY				EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
A	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	PHPK633562	12/31/2011	12/31/2012	MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Employee Benefits				PERSONAL & ADV INJURY \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
A	ALL OWNED AUTOS	PHPK633562	12/31/2011	12/31/2012	BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN AUTO ONLY EA ACC AGG \$
	EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 5,000,000
A	DEDUCTIBLE	PHUB323599	12/31/2011	12/31/2012	\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under SPECIAL PROVISIONS below	Y/N <input type="checkbox"/> 3102801290	12/31/2011	12/31/2012	E.L. EACH ACCIDENT \$ 500,000
					E.L. DISEASE - EA EMPLOYEE \$ 500,000
					E.L. DISEASE - POLICY LIMIT \$ 500,000
A	OTHER Crime	PHPK633562	12/31/2011	12/31/2012	Fidelity 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Refer to policy for exclusionary endorsements and special provisions.

## CERTIFICATE HOLDER

Office of WorkForce Opportunity  
Dept of Resources & Economic  
Development  
172 Pembroke Road  
PO Box 1856  
Concord, NH 03302

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Laura Perrin/KS5

ACORD 25 (2009/01)  
INS025 (2009/01)

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STATE OF NEW HAMPSHIRE *G+C 9/28/11*  
 DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
 OFFICE OF THE COMMISSIONER *#59*

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

*CFDA # 17.299*

August 25, 2011

His Excellency Governor John H Lynch  
 And the Honorable Executive Council  
 State House  
 Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Resources and Economic Development, Office of Workforce Opportunity to amend a sole source contract (#1011909) with Southern NH Services, Inc. (VC#177198) Manchester, NH by increasing the original contract amount from \$878,025.00 to \$1,539,839.00 (an increase of \$661,814.00); and extending the contract end date from June 30, 2012 to June 30, 2013, for the delivery of Workforce Investment Act (WIA) On-the-Job (OJT) employment and training services. The original contract was approved by the Governor and Executive Council on October 20, 2010, Item #32. All other terms and conditions remain unchanged. 100% Federal Workforce Investment Act funds.

Funding is available in account titled, Workforce Opportunity as follows:

	FY12	FY13
03-35-35-350010-53360000-102-500731 Contract for Program Services	\$636,814.00	\$25,000.00

EXPLANATION

All funds awarded through this contract agreement are for the sole purpose of developing On-the-Job training opportunities statewide for long-term unemployed workers. SNHS shall use funds to continue the current OJT program through June 30, 2013 consistent with the revised implementation plan and project timeline as approved by USDOL. These additional funds are not ARRA funds.

This contract amendment is sole source consistent with the original contract for services. In executing its responsibilities as the Administrative Entity for Workforce Investment Act (WIA) Adult and Dislocated Worker funds, DRED's Office of Workforce Opportunity in consultation with the State Workforce Investment Board has designated specific operational and fiscal responsibilities for the administration of all WIA local program funds to Southern NH Services (SNHS) in accordance with RFP #02DREDOWOWIA dated June 2011. As a condition of this agreement, Southern NH Services assumes responsibility for the specific operational, fiscal, and monitoring responsibilities cited in the contract for the purpose of delivering services to WIA eligible customers, and agrees to carry out these duties consistent with all the conditions and terms of this contract, and all applicable federal and state laws, regulations and requirements.

The Attorney General's Office has approved this contract amendment as to form, substance and execution.

Respectfully submitted,

George M. Bald  
 Commissioner



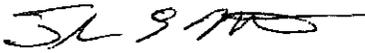
**MODIFICATION OF CONTRACT WITH RESPECT TO THE IMPLEMENTATION OF  
WORKFORCE INVESTMENT ACT (WIA) OJT SERVICES**

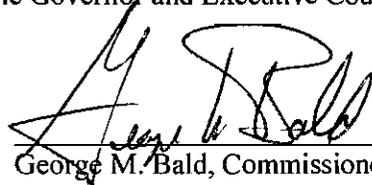
The Department of Resources and Economic Development, Office of Workforce Opportunity and Southern NH Services, Inc. (SNHS) 40 Pine Street, Manchester, NH 03103 (VC#177198) hereby mutually agree to amend their contract (#1011909) (CFDA #17.260) for WIA OJT services, which was originally approved by the Governor and Executive Council on October 20, 2010 with a completion date of June 30, 2012. This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement. Please note that the CFDA number for the additional (non-ARRA) OJT funds is CFDA#17.277.

The purpose of this modification is to accomplish the following:

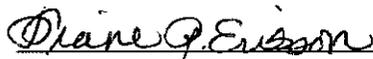
1. Increase the original contract amount of \$878,025.00 to \$1,539,839.00 (addition of \$661,814 in OJT funds).
2. Adjust the line item budget to include additional funds.
3. Extend the original contract end date from June 30, 2012 to June 30, 2013 for these additional funds only.
4. The original contract end date of June 30, 2012 shall remain in effect for the expenditure of ARRA funds.

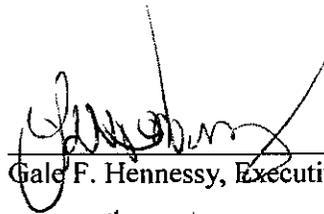
All other terms and conditions of this contract shall remain the same in full force and effect as originally set forth. This amendment is subject to approval by the Governor and Executive Council.

  
Witness

 9/9/11  
George M. Bald, Commissioner

\_\_\_\_\_  
Date

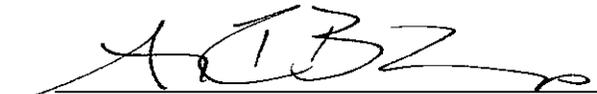
  
Witness

 9-7-11  
Gale F. Hennessy, Executive Director SNHS, Inc.

\_\_\_\_\_  
Date

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year above written.

Approved as to form, substance, and execution:

  
Sr. Asst. Attorney General  
9/13/2011  
Date

Approved by Governor and Executive Council:  
At the 9/28/11 meeting. Item # #59



**CERTIFICATE OF VOTE**  
**(Corporate Authority)**

I Mary M. Moriarty, Secretary of Southern New Hampshire Services, Inc.  
(name) (corporation name)

(hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I  
(state of incorporation)

am the duly elected and acting 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 September 30, 2010, such authority to be in force and effect until June 30, 2015.  
Contract Termination Date

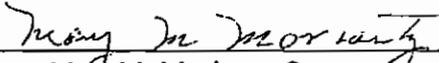
The person(s) holding the below listed position(s) to execute and deliver on behalf of the Corporation any contract or other instrument for the sale of products and services:

<u>Gale F. Hennessy</u>	<u>Executive Director</u>
<u>Michael O'Shea</u>	<u>Fiscal Officer</u>
<u>Denise Vallancourt</u>	<u>Accounting Manager</u>

(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.

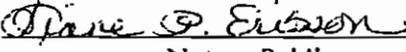
IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 16th day of August, 2011.

  
Mary M. Moriarty, Secretary

STATE OF New Hampshire  
COUNTY OF Hillsborough

On this the 16th day of August, 2011, before me, Diane P. Erikson the undersigned officer, personally appeared, Mary M. Moriarty who acknowledged herself to be the Secretary of Southern New Hampshire Services, Inc., a corporation, and that she as such Secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

  
Notary Public

SEAL

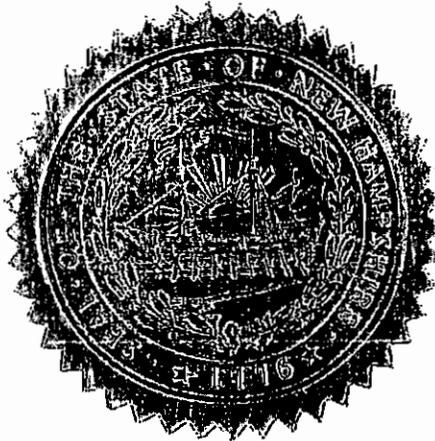
My Commission expires:



State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHERN NEW HAMPSHIRE SERVICES INC. is a New Hampshire nonprofit corporation formed May 28, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1<sup>st</sup> day of April A.D. 2011

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/7/2011

PRODUCER (603) 669-3218 FAX: (603) 645-4331

Ferdinando Insurance

Laura Perrin

637 Chestnut Street

Manchester NH 03104

INSURED

Southern NH Services

Michael O'Shea

P.O. Box 5040

Manchester NH 03108

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Philadelphia Ins Co

INSURER B: Maine Employers Mutual Ins

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADDL LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>				
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE \$ 1,000,000
A	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	PHPK633562	10/1/2010	12/31/2011	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Employee Benefits				MED EXP (Any one person) \$ 10,000
	GENL AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY				GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> PROJECT				PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> LOC				
	<b>AUTOMOBILE LIABILITY</b>				
	<input checked="" type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	ALL OWNED AUTOS	PHPK633562	10/1/2010	12/31/2011	BODILY INJURY (Per person) \$
	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	<b>GARAGE LIABILITY</b>				
	ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b>				
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE \$ 5,000,000
A	DEDUCTIBLE	PHUB323599	10/1/2010	12/31/2011	AGGREGATE \$ 5,000,000
	<input checked="" type="checkbox"/> RETENTION \$ 10,000				
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	3102801290	12/31/2010	12/31/2011	WC STATUTORY LIMITS OTHER \$
					E.L. EACH ACCIDENT \$ 500,000
					E.L. DISEASE - EA EMPLOYEE \$ 500,000
					E.L. DISEASE - POLICY LIMIT \$ 500,000
A	OTHER Crime	PHPK633562	10/1/2010	12/31/2011	Money & Securities 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
Refer to policy for exclusionary endorsements and special provisions.

## CERTIFICATE HOLDER

Office of WorkForce Opportunity  
Dept of Resources & Economic  
Development  
172 Pembroke Road  
PO Box 1856  
Concord, NH 03302

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
Laura Perrin/KS5ACORD 25 (2009/01)  
INS025 (200901)

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Approved 10/20/10  
#32

STATE OF NEW HAMPSHIRE  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
OFFICE of the COMMISSIONER  
172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

GEORGE M. BALD  
Commissioner

603-271-2411  
FAX: 603-271-2629  
george.bald@dred.state.nh.us



CFDA\* 17.260  
OJT Contract  
# 1011909

September 27, 2010

His Excellency Governor John H Lynch  
And the Honorable Executive Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

Authorize the Department of Resource and Economic Development, Office of Workforce Opportunity to enter into a sole source contract with Southern NH Services (VC#177198), Manchester, NH in the amount of \$878,025.00 for the delivery of Workforce Investment Act (WIA) re-employment services retroactive effective July 1, 2010 through June 30, 2012. 100% federal WIA National Emergency Grants (NEG) for On-the-Job Training (OJT) ARRA funds.

Funding is available in account titled, Workforce Opportunity as follows and pending budget approval for FY 2012:

		<u>FY11</u>	<u>FY12</u>
03-35-35-350510-53360000-102-500731	Contracts for Program Services	\$778,000.00	\$100,025.00

**EXPLANATION**

In executing its responsibilities as the Administrative Entity for Workforce Investment Act (WIA) Adult and Dislocated Worker funds the State Workforce Board, through the Office of Workforce Opportunity, DRED has designated specific operational and fiscal responsibilities for WIA funds to Southern NH Services (SNHS) through a contract. As a condition of this agreement, Southern NH Services assumes responsibility for the specific operational, fiscal and monitoring responsibilities cited in the contract for the purpose of delivering services to WIA eligible dislocated workers enrolled in the NEG OJT project, and agrees to carry out these duties consistent with all the conditions and terms of this contract, and all applicable federal and state laws, regulations and requirements.

This contract is retroactive due to a delay on the part of USDOL in releasing these funds until final approval of the states implementation plan. The plan is approved and funds are available retroactive to July 1, 2010. This contract is sole source based on the existing infrastructure necessary to support the rapid deployment of these funds. For major WIA service contracts, efficiency in operation is a paramount policy consideration for the State Workforce Board, as disruption in service would adversely affect program clientele. Funds are allocated for the purpose of operating a standardized statewide "program" that requires significant training and program management experience and understanding, along with sufficient resources to reimburse the state for any disallowed costs incurred as a result of erroneous eligibility determinations. WIA Formula and ARRA funds allocated to the state grant recipient (DRED) are for the development of a "one-stop system" for the delivery of WIA services. Program year 2010 completes the final year of the previous bid process. A new procurement process for all primary service delivery contracts held by the Board will begin in September 2010 at which time an RFP for program service delivery activities will be issued for WIA program year 2011 through 2014.

The Attorney General's Office has approved this contract as to form, substance and execution.

Respectfully submitted,

  
George M. Bald  
Commissioner

1000

Subject:

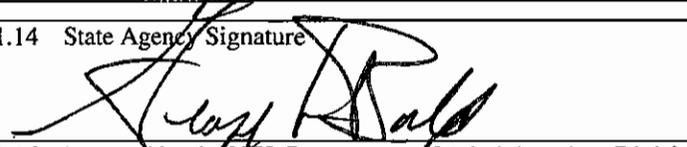
SNHS NEG OJT ARRA Contract for Services - WIA Funds

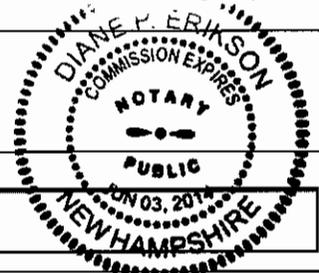
**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Resources & Economic Development, Office		1.2 State Agency Address 172 Pembroke Road, Concord, NH 03302	
1.3 Contractor Name Southern NH Services, Inc.		1.4 Contractor Address 40 Pine Street, PO Box 5040, Manchester, NH 03103	
1.5 Contractor Phone Number (603) 668-8010	1.6 Account Number 03-35-35-350510-53360000	1.7 Completion Date June 30, 2012	1.8 Price Limitation \$878,025.00
1.9 Contracting Officer for State Agency George M. Bald, Commissioner DRED		1.10 State Agency Telephone Number (603) 271-2411	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Gale F. Hennessy, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>9/28/10</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>Diane P. Erikson, Notary Public</i> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Diane P. Erikson, Administrative Assistant			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory George M. Bald, Commissioner NH DRED	
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) By: <i>Anthony J. Blenkinsop</i> On: <i>10/1/2010</i>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**  
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials oet  
Date 9-28-10

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials AK  
Date 1-25-10

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

Contractor Initials PCD  
Date 9-25-78

**EXHIBIT A**  
Statement of Work



**TERM & EXTENSION**

This cost reimbursement agreement for services between Southern NH Services, Inc. (SNHS) (DUNS #088584065) and NH Department of Resources & Economic Development, Office of Workforce Opportunity (OWO) will be for a term beginning **July 1, 2010** and terminating on **June 30, 2012**. **Total payments under this agreement shall not exceed: \$878,025** and shall be expended consistent with Exhibit B of this agreement. These funds are made available through the National Emergency Grants (NEG) Program in accordance with the Workforce Investment Act (NEG OJT), Section 173: the NEG regulations at 20CFR Part 671: the NEG application guidelines and subsequent policy guidance; and funds appropriated for Program Year (PY) 2009 and in accordance with the American Recovery Act and Reinvestment Act of 2009.

**STATEMENT OF WORK**

In executing its responsibilities as the Administrative Entity for Workforce Investment Act (NEG OJT) Adult and Dislocated Worker funds the OWO has designated specific operational and fiscal responsibilities for NEG OJT funds to SNHS through a cooperative agreement contract. The period of this cooperative agreement is from July 1, 2010 through June 30, 2012.

As a condition of this agreement, SNHS assumes responsibility for the specific operational, fiscal and monitoring responsibilities cited in this agreement for the purpose of delivering services to NEG OJT eligible customers, and agrees to carry out these duties consistent with all the conditions and terms of this contract, the OJT NEG Grants Implementation Plan Narrative incorporated by reference as part of this agreement and all applicable federal and state laws, regulations and requirements.

The purpose of this contract is to establish the relationship between the OWO as the administrative agency of NEG OJT funds and SNHS as the NEG OJT service delivery sub-recipient and to identify specific operational, fiscal and monitoring responsibilities for each party to this agreement specific to the implementation of the NEG OJT project as defined in the NEG application approved by USDOL effective July 1, 2010.

In order to ensure the proper execution of the responsibilities held at both the state and local level, the OWO and SNHS will maintain systems to assure the appropriate use and integrity of NEG OJT funds as administered by each party. Consistent with the intent of this cooperative agreement, SNHS, and the NH Community Action Association it represents, agrees to foster the

7-28-10

ongoing development of a working partnership between OWO and Community Action Program staff.

The roles and responsibilities listed below for each party to this agreement reflect the specific level of collaboration, participation and intervention anticipated for the successful implementation, delivery and management of OJT services to long-term unemployed Dislocated Workers.

Southern NH Services (SNHS)

Operational and oversight responsibilities held by SNHS shall include the following:

A. NEG OJT Service Delivery –

1. Develop, implement, and maintain statewide NEG OJT services for long-term unemployed Dislocated Worker consistent with NEG and NEG OJT regulations, NH's NEG OJT & Wagner-Peyser State Plan, the NH Works Operators MOU and OWO policy and other directives.
2. Ensure NEG OJT funds are charged to only those individuals determined to be eligible in accordance with the NEG OJT rules and regulations.
3. Ensure that Trade Act eligible customers are dually enrolled in the NEG OJT project as appropriate, and services are non-duplicative of those services provided for and/or funded through the Trade Act program
4. Ensure that customers seeking NEG OJT services receive accurate and complete information on all NEG OJT funded services, including support services for which they may be eligible.
5. Ensure that NEG OJT customers have direct access to all NEG OJT services information and services in a timely manner.
6. Ensure that service delivery strategies are consistent statewide, yet flexible enough to meet changing customer needs, and/or state level system changes.
7. Ensure that NEG OJT funded services are developed and implemented consistent with the goals and objectives of the NH Works system, and carry the NH Works branding.
8. Ensure the full coordination and non-duplication (to the extent possible) of NEG OJT services with NH Works partners.
9. Ensure that a priority is given to Veterans and other eligible target groups consistent with established policy and procedures for implementing the NEG OJT project.

B. NEG OJT Funded Personnel –

*OK*  
*9-26-11*

1. Ensure that sufficient staff is available to deliver services on a statewide basis and that staff dedicated to providing NEG OJT services are accessible through the NH Works offices located throughout the state.
2. Ensure that maximum staff flexibility is built into the Community Action Program service delivery network to allow for the mobilization of appropriate staff to meet new and/or unexpected service delivery demands within the State.
3. Ensure that efficient process is in place to fill staff vacancies with qualified candidates as quickly as possible.
4. Ensure that a Statewide Administrator is available to serve as the contract manager and to work with OWO staff to address issues and needs as they arise.

C. Staff Training –

1. Ensure that all staff funded under this agreement is adequately trained in NEG OJT process and procedures, particularly NEG OJT eligibility for services, Employability Plan Development requirements, performance outcome measures and the appropriate use of approved NEG OJT forms.
2. Ensure that field staff is fully informed about the re-employment services available through the NH Works system, and trained in the use of specific USDOL workforce development/one-stop service Internet tools.
3. Ensure that staff attends NH Works and/or OWO sponsored training and conferences as recommended by OWO.
4. Ensure that all employment counseling staff is trained to conduct intensive assessment services, including the use of specific assessment tools approved for use by SNHS.
5. Ensure that staff hired for this project, is fully trained in the use of the e-Teams case management system, e-Teams reporting requirements and interpretation of e-Teams report data, as appropriate.
6. Ensure that all new hires are fully indoctrinated in the NH Works “system” concept and participate in the NH Work new staff training process, including a complete review of new staff training manual materials.
7. Ensure that Workforce Development Coordinator staff is knowledgeable about the terms and conditions of this cooperative agreement to ensure system-wide compliance.

D. Marketing/Promotions -

1. Ensure that SNHS and their NEG OJT sub-contractors coordinate any publicity and other promotional activities with the OWO, who will be informed in advance of any promotional plans.
2. Ensure any written and electronic materials developed with NEG OJT funds or promoting NEG OJT services/performance, including local Community Action Program annual reports, shall clearly state that OWO, DRED is the sponsor of NEG OJT programs/services and related activities.

3. Ensure that all solicitations, advertisements, or promotional activities shall comply with OWO requirements, including the disclaimer requirements of 29 CRF parts 37 (Equal Opportunity).
4. Ensure that all forms and written correspondence to customers is produced/printed using the NH Works logo in the heading.

E. Recruitment/Outreach to Participants and Employers

1. Ensure that recruitment/outreach plans are in place on the local level to reach potential NEG OJT eligible customers.
2. Ensure that all recruitment/outreach efforts promote the full array of services available in the NH Works office, and are coordinated with other NH Works center partners.
3. Ensure that local recruitment/outreach plans are executed in sufficient time to meet full enrollment goals for this project by June 30, 2011, or no later than December 30, 2011 with prior approval from the OWO Director.
4. Ensure that sufficient NEG OJT funding is budgeted to support local recruitment/outreach plans to participants and employers, as necessary.

F. NEG OJT System Management Requirements and Reporting

1. Ensure that effective financial systems for the planning and budgeting of NEG OJT funds in accordance with NEG OJT regulations and OWO policy are developed and maintained.
2. Ensure that participant hard copy and electronic case management system files are maintained in compliance with NEG OJT rules and regulations, Data Validation requirements and SNHS policy and procedures and/or any applicable OWO policies.
3. Ensure that the e-Teams system is fully utilized at the time of registration/intake to avoid incomplete information and/or re-work, and that all NEG OJT customer information is entered into the e-Teams system within a specified period of time, i.e., in accordance with SNHS policy and procedures
4. Ensure that an appropriate staff person is assigned to assist in the maintenance and ongoing development of the e-Teams case management system, and provide ongoing technical assistance and training for field staff on the e-Teams system.
5. Ensure that standardized case management and performance reports are utilized to the fullest extent to monitor program performance in a timely manner.
6. Ensure that a protocol for ad hoc report requests is developed in coordination with the OWO and the Technology service provider for OWO, and ensure SNHS/CAP staff are informed of and adhere to the established process.
7. Ensure that the OWO is notified in advance of any e-Teams case management system problems, or any other State level system management issues that may interfere with SNHS ability to monitor and/or report on local performance in a timely manner.

8. Ensure that all established reporting requirements identified in this contract are accurate and submitted to the OWO by no later than the deadlines stipulated in this agreement.

#### G. Subcontracting Responsibilities/Requirements

1. Ensure that the appropriate documents are developed for the award and payment of NEG OJT Dislocated Worker funds to local service providers, vendors and/or sub recipients (i.e., Community Action Agencies) as necessary and appropriate, prior to authorizing any payments.
2. Provide technical assistance for vendors/sub recipients around NEG OJT issues, rules and regulations.
3. Ensure that no assignment or subcontracting of any of the rights or responsibilities assigned to SNHS under this contract shall be initiated unless approved in writing by the OWO or unless clearly described in the Statement of Work. SNHS is authorized to contract with the five Community Action Programs that make up the NH Community Action Association for the delivery of NEG OJT support services. Contracts negotiated by SNHS with the other Community Action Programs must be consistent with the terms and conditions stipulated in this original agreement.

#### H. Policy and Procedures Process

1. Ensure the development of appropriate operational and fiscal policies, and reporting procedures as necessary and/or needed to ensure federal and state goals, objectives and performance measures for the NEG OJT project are met.
2. Ensure that all NEG OJT staff are fully trained in operational policies and reporting procedures.
3. Ensure that staff in each NH Works local office has access to both hard copy and electronic copies of all policies and procedures developed.
4. Ensure that NEG OJT policy and procedures are developed consistent with both NEG OJT and NH Works system process and philosophy. SNHS is encouraged to engage other NH Works partners in developing new policy and procedures that impact how NEG OJT services are delivered in the NH Works Center.

#### I. Monitoring

1. Ensure that SNHS conducts comprehensive internal monitoring of NEG OJT program operations annually to ensure program compliance; including the monitoring of any vendors/sub recipient's relationships. SNHS shall submit a complete copy of each monitoring report to OWO.

2. Ensure that SNHS conducts a comprehensive internal fiscal monitoring review at least once per contract period that includes a fiscal review of any and all sub-contracts funded in full or part with funds authorized within this cooperative agreement
3. Ensure that staff complies with OWO monitoring schedule requirements, and allow for full access to information, records and staff for compliance monitoring purposes.
4. Ensure that staff responds to monitoring reports and/or corrective action directives within the time specified by the OWO.
5. Assist with problem resolution for any audit and/or federal compliance findings.

J. Participant Confidentiality

1. Ensure that participant confidentiality is maintained at all times. SNHS agrees to maintain the confidentiality of any information regarding project applications or participants and their immediate families that may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Without the permission of the NEG OJT applicant/participant such information shall be divulged only as necessary for purposes related to the performance or evaluation of this agreement, and to persons having responsibilities under the agreement. SNHS agrees to take reasonable steps to ensure the physical security of such data under its control and that it will inform each of its employees, vendors and sub recipients having any involvement with personal data or other confidential information of the laws and regulations relating to confidentiality.
2. Ensure that all staff is knowledgeable about the rules and procedures governing confidentiality, and that a signed confidentiality form is included in the personnel file of each staff person hired under this agreement.

K. Eligible Training Provider Process

1. Ensure that staff is fully trained in ETP process and understand their role in assisting participants in understanding the ETP process. [Note: In general, OWO staff will respond to provider's requests for information and NEG OJT funded staff will respond to individual participant questions regarding the process.]
2. Ensure that staff is fully trained in the use of the Consumer Report System ([www.NSCITE.org](http://www.NSCITE.org)) and utilize this tool to assist customers interested in training services to supplement an OJT position.
3. Ensure that all ETP policy and procedures, both state and local level, including exception/wavier provisions that exist, or may be developed, are included in the local policy and procedures handbook and that staff are knowledgeable about these policies and procedures.

L. NH Works Consortium MOU/Unified Plan Development

1. Comply with mutually agreed upon fair share allocation of funds (as described in the MOU and/or any other formal NH Works Consortium agreement) to support the co-location of NEG OJT funded staff in the NH Works centers, when applicable.

**M. Customer Grievance Procedures/Customer Complaints**

1. Ensure that all registrants for NEG OJT services receive a written grievance procedure notice, and that a signed copy attesting to the receipt of this information is included in each registrants "official" hard copy file.
2. Ensure that all staff is trained in the grievance procedure process, and that copies of all grievance policy and procedures are available in each NH Works office.
3. Ensure that the Council EO Officer is informed immediately of all formal complaints.
4. Ensure that all oral or informal e-mail "complaints" received directly, or forwarded by the OWO are responded to within two days from receipt of the complaint.

**Office of Workforce Opportunity (OWO)**

OWO will assign a staff person to serve as the cooperative agreement manager and primary liaison between the OWO and SNHS regarding this contract. Duties in relationship to this contract will include, but are not limited to, the provision of ongoing technical assistance, state level program monitoring, coordination of staff training on the state level, and working with SNHS/CAP to design and implement program evaluation/continuous improvement strategies to ensure proper and timely program implementation, program compliance and performance achievement.

Operational and oversight responsibilities held by the OWO shall include, but not be limited to the following:

**A. Technical Assistance/Continuous Improvement/System Capacity Building**

1. Provide ongoing technical assistance to SNHS to ensure compliance with the terms and conditions of this agreement and/or to promote program effectiveness.
2. Develop state level operational and fiscal policies, and reporting procedures as necessary and/or needed to ensure federal and state goals, objectives and performance measures for NEG OJT Dislocated Workers are met. Prior to implementation, policies will be shared with SNHS for review and comment.
3. Serve as the primary contact with the US Department of Labor in addressing all NEG OJT related issues.
4. Develop and/or coordinate with SNHS the development and implementation of continuous improvement strategies to improve NEG OJT services and/or promote customer satisfaction.
5. Provide a state level forum to promote coordination of the NEG OJT services outlined in this agreement with NH Works partner services.

B. Marketing/Promotions/Recruitment/Outreach to Participants and Employers

1. Develop and/or coordinate the development of state level marketing and promotional materials/activities to promote public/business awareness of the NEG OJT project.
2. Provide marketing, outreach and recruitment technical assistance to SNHS as needed to ensure enrollment/expenditure goals are achieved according to plan.

C. NEG OJT System Management Requirements and Federal Reporting

1. Ensure that effective financial systems for the planning and budgeting of NEG OJT funds in accordance with NEG OJT procedures and OWO policy are developed and maintained.
2. Oversee the e-Teams case management system and PACIA unit functions, including the maintenance of the Eligible Training Provider/Consumer Report system, and plan for adequate funding to support these system management tools.
3. Serve as the contact between the e-Teams service provider (Saber) and SNHS, the primary user of the system, to ensure system integrity, the generation of accurate and timely reports and assist in system problem resolution. All requests for information, clarification, e-Teams system changes and ad hoc reports shall be made directly to the OWO staff and must come from either the NEG OJT Statewide Administrator or SNHS performance management staff.
4. Prepare and submit to USDOL all required NEG OJT operational and fiscal federal reports.
5. Manage the Eligible Training Provider certification approval process, working directly with potential and current training providers.

D. Monitoring

1. Conduct annual NEG OJT monitoring reviews to ensure full compliance with the terms and conditions of this contract and all other NEG OJT federal laws and regulations. The OWO will forward a copy of the proposed monitoring tool to SNHS prior to each on-site monitoring visit and negotiate times for on-site visits that accommodate each parties schedule.
2. Submit a written monitoring report to SNHS by no later than 60 days after the last day of a scheduled on-site monitoring review, complete with specific instruction regarding any corrective action required.
3. Coordinate USDOL Federal Monitoring review schedules with SNHS. The OWO will serve as the liaison between SNHS and USDOL representatives to address any requests for additional information or clarification needed once the on-site visit is concluded.

4. The OWO reserves the right to randomly monitor individual participant electronic case management files entered in the e-Teams system, and/or generate ad hoc participant reports (e.g., demographics, characteristics, service, activities, eligibility, etc.) as the OWO deems necessary and appropriate. SNHS will be notified immediately regarding any negative performance findings resulting from random monitoring.

### **Performance Goals and Reporting Requirements**

#### **A. Participant - Performance Goals and Reporting Requirements**

1. SNHS shall be responsible for achieving performance goals/measures for all Dislocated Workers served with NEG OJT funds as stipulated in the NEG OJT grant application. The specific performance goals for the NEG OJT project are as follows: Entered Employment Rate of 88%, Retention Rate of 87% and Average Earning goal of \$15,000
2. SNHS shall be responsible for conducting follow up services for all NEG OJT participant exiters and reporting on results as defined by NEG OJT regulation.
3. SNHS shall be responsible for managing the recruitment and delivery of services to NEG OJT eligible Dislocated Workers sufficient to achieve full enrollment consistent with allocated funds.
4. SNHS shall be responsible for achieving the program-end Performance Measures assigned by US DOL for NEG OJT Dislocated Workers served with funds authorized under this contract. SNHS is responsible for pro-actively monitoring and managing end of program performance outcome projections on the local level and making timely program and/or service delivery system adjustments as needed to achieve the outcomes desired.
5. SNHS will utilize e-Teams to the fullest extent for all NEG OJT and related case management and client tracking and reporting functions.
6. SNHS will work in concert with the NH Economic and Labor Market Information (ELMI) agency (the State designated Performance Accountability and Customer Information Agency (PACIA), to populate the Workforce Investment Act Standard Record (WIASRD) through e-Teams and to assure that the appropriate data is collected and tracked by the CAPs so that ELMI may process the quarterly and annual information on all individuals participating in the NEG OJT project.
7. SNHS may collect supplemental data for customers that will not be included in the UI Wage Data. Supplemental data must be documented and verified by SNHS. All data will be captured and reported according to the NEG OJT regulations, DOL Training and Employment Guidance Letters (TEGL), the Laws and Regulations of the State of New Hampshire, and other Federal and State Laws as appropriate and related to the reporting procedures.
8. SNHS will work with ELMI to verify the completeness and accuracy of the reports and will work through any differences in interpretations.



**EXHIBIT B**



**PRICE LIMITATION**

**Total agreement not to exceed                      \$878,025.00**

The total WIA ARRA NEG funds awarded to the NH Department of Resources & Economic Development under this grant is **\$972,474.00**. Funds allocated from the total award via this contract agreement for the purpose of implementing the ARRA Dislocated Worker OJT NEG project total **\$878,025.00**. This amount is further defined by funding cost categories as follows:

WIA ARRA NEG Dislocated Worker Funds

Program Funding	\$800,228.00
Administration	\$77,797.00
<b>TOTAL DISLOCATED WORKER FUNDS</b>	<b>\$878,025.00</b>

**TERMS OF PAYMENT**

For expenses related to these services, from June 30, 2010 through June 30, 2012, SNHS shall be paid up to **\$878,025.00** in WIA ARRA NEG Funds, to serve long-term Dislocated Workers consistent with the Exhibit A of this contract agreement.

SNHS shall be limited to expending no more than \$90,000 of the total amount awarded via this contract agreement (\$878,025.00) between July 1, 2010 and September 30, 2010.

Upon presentation of an invoice for such services and related expenses, which shall be billed quarterly (at a minimum) the amount of the invoice shall be payable to SNHS in accordance with the State 30 day minimum payment schedule. *Invoices must include the Award and CDFA number identified in the header of this document to ensure proper tracking and reporting for this grant.*

In addition to the administration and program cost limitations, SNHS shall expend funds consistent with the agreed upon line item budget for NEG OJT project expenses. Any deviation over 10% within any line time cost category must be approved in writing by the Director of the Office of Workforce Opportunity.

*GR*  
1/28/10

**Invoices shall be sent to:** Office of Workforce Opportunity  
Attn: Cyn Hunzelman  
64 Old Suncook Road  
Concord, NH 03301

**Payment shall be made to:** Southern NH Services, Inc.  
Attn: Michael O'Shea  
PO Box 5040  
Manchester, NH 03103-5040

### **FINANCIAL PERFORMANCE AND REPORTING REQUIREMENTS**

1. SNHS will be responsible for expending no less than 75% of the total funds awarded via this agreement by June 30 2011, and 100% of funds awarded by June 30, 2012
2. SNHS shall track the ARRA NEG OJT funds separate from other funds previously received by SNHS.
3. Invoices are due by the 30<sup>th</sup> of the month following the calendar quarter end. SNHS is encouraged to invoice monthly and/or bi-weekly.
4. Invoices shall be sufficiently detailed as to allow the OWO to comprehend the allocation of funds supporting the statewide CAP system, as well as any central office personnel.
5. SNHS shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized OWO staff and/or its auditors.
6. SNHS and the OWO agree that financial reports shall be itemized by administrative and program expenses as defined by WIA.
7. The OWO reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by OWO and/or the State of New Hampshire.
8. SNHS shall adhere to all cash management policies and procedures stipulated in the body of this agreement, Appendix A - Assurances and Certifications and all other applicable WIA federal, State and OWO cash management regulations and policies.
9. SNHS is solely responsible for paying to the OWO any and all disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.

**EXHIBIT C**  
**Additional Terms**



**WIA ASSURANCES AND CERTIFICATIONS**

1. This agreement is funded under the National Emergency Grants (NEG) Program in accordance with the Workforce Investment Act (NEG OJT), Section 173: the NEG regulations at 20CFR Part 671: the NEG application guidelines and subsequent policy guidance; and funds appropriated for Program Year (PY) 2009 and in accordance with the American Recovery Act and Reinvestment Act of 2009. In the event that such funding is reduced, suspended or terminated for any reason, or if NEG OJT grant terms are significantly changed, the OWO or SNHS shall have the right to terminate this agreement, to de-obligate funds or to negotiate appropriate modifications to this agreement.
2. Nothing contained in this agreement shall be deemed to constitute a waiver of sovereign immunity of the State of New Hampshire, which immunity is hereby reserved to the State, its agencies and officials.
3. The following are incorporated by reference and are a part of this agreement:
  - 29 CFR Part 93 Restrictions on Lobbying
  - 29 CFR Part 98 Requirements for a Drug Free Workplace
  - 29 CFR Part 98 Certification Regarding Debarment and Suspension
  - 29 CFR Part 37 Nondiscrimination and Equal Opportunity Requirements
  - OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations
  - 29 CFR Part 97 Uniform Administrative Requirements for State, Local and Indian Tribal Governments (subject to the exceptions at 20 CFR Part 667~ Subpart B)
  - OMB Circular A-87 Cost Principles for State, Local and Indian Tribal Governments
  - 29 CFR Parts 96 and 99, Audit Requirements
  - The Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611)

- Hatch Act (5 U.S.C. Subsection 1501-1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds
  - Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 as amended (P.L. 91-616) relating to nondiscrimination on the basis of alcoholism
  - Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. Section 794, 29 CFR Part 32) which prohibits discrimination on the basis of handicap
  - Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. Subsection 1681-1683, and 1685 and 1686) which prohibits discrimination on the basis of sex
  - The Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101-6107) which prohibits discrimination on the basis of age
  - Title VI of the Civil Rights Act of 1964 (P.L. 88-352/29 CFR Part 31) which prohibits discrimination on the basis of race, color or national origin
  - Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended relating to nondiscrimination on the basis of drug abuse
  - WIA Section 195 WIA General Administration and Program Requirements
  - WIA Salary and Bonus Limitations (P.L. 109-234 and P.L. 111-8, Section 111)
  - The Jobs for Veterans Act (P.L. 107-288 20 CFR part 1010)
4. In accordance with the Workforce Investment Act of 1998 (WIA), Federal Regulations and State Policy, both parties assure and certify that:
- A. Civil Rights
- 1) For the purpose of applying the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 as amended, on the basis of a disability under the Rehabilitation Act of 1973 as amended and the Americans with Disabilities Act of 1990, on the basis of sex under the Title IX of the Education Amendments of 1972, or the basis of race, color, national origin or ethnicity under Titles VI of the Civil Rights Act of 1964, on the basis of alcohol abuse or alcoholism under the Comprehensive

Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 as amended, on the basis of drug abuse under the Drug Abuse Office and Treatment Act of 1972 as amended, programs and activities funded or otherwise financially assisted in whole or in part under this Act are considered to be programs and activities receiving Federal financial assistance.

- 2) No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any such program because of race, color, religion, sex, national origin, ethnicity, age, handicap, political affiliation or belief, citizenship status as a lawfully admitted immigrant authorized to work in the United States, drug or alcohol abuse, or alcoholism.
- 3) With respect to terms and conditions affecting, or the rights of individuals who are participants in activities supported by funds provided under WIA, such individuals shall not be discriminated against because of their participant status.
- 4) Participation in programs and activities financially assisted in whole or in part under WIA shall be open to citizens and nationals of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the Attorney General to work in the United States.

B. Equal Employment Opportunity

As a condition to the award of financial assistance under WIA from the Office of Workforce Opportunity, both parties assure, with respect to operation of the WIA funded program or activity, that they will comply fully with the nondiscrimination and equal opportunity provisions of Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972 as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37.

5. This Agreement and Exhibits A, B, and C constitute the entire agreement between the OWO, DRED and SNHS, and supersedes all prior agreements and understandings.

*DFX*  
7-28-10



# ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR KS  
SOUTH-1

DATE (MM/DD/YYYY)  
03/04/10

<b>PRODUCER</b>  Ferdinando Insurance Assoc Inc 637 Chestnut Street Manchester NH 03104 Phone: 603-669-3218 Fax: 603-645-4331	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
<b>INSURED</b>  Southern NH Services Inc. Michael O'Shea P.O. Box 5040 Manchester NH 03108	<table border="1"> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Arch Insurance Group</td> <td></td> </tr> <tr> <td>INSURER B: Maine Employers Mutual Ins. Co</td> <td></td> </tr> <tr> <td>INSURER C: AIG Ins. Cos.</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Arch Insurance Group		INSURER B: Maine Employers Mutual Ins. Co		INSURER C: AIG Ins. Cos.		INSURER D:		INSURER E:	
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INSURER D:													
INSURER E:													

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRC	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A		<b>GENERAL LIABILITY</b>	NCPKG000130	10/01/09	10/01/10	EACH OCCURRENCE	\$ 1,000,000	
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000	
		<input checked="" type="checkbox"/> <b>Employee Benefits</b>				PERSONAL & ADV INJURY	\$ 1,000,000	
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2,000,000	
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$ 2,000,000	
						Emp Ben.	1,000,000	
A		<b>AUTOMOBILE LIABILITY</b>	NCAUT000130	10/01/09	10/01/10	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$	
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$	
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
		<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$	
	NON-OWNED AUTOS	OTHER THAN AUTO ONLY: EA ACC	\$					
		AGG	\$					
A		<b>EXCESS/UMBRELLA LIABILITY</b>	NCUMB000130	10/01/09	10/01/10	EACH OCCURRENCE	\$ 5,000,000	
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 5,000,000	
		<input type="checkbox"/> DEDUCTIBLE					\$	
		<input checked="" type="checkbox"/> RETENTION \$10,000					\$	
B		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	3102801290	12/31/09	12/31/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 500,000	
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 500,000	
		OTHER				E.L. DISEASE - POLICY LIMIT	\$ 500,000	
C		<b>Crime</b>	NCPKG000130	10/01/09	10/01/10	Theft	\$5,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

*SWATS will send new Certificate on 10/1/2010 Jokers*

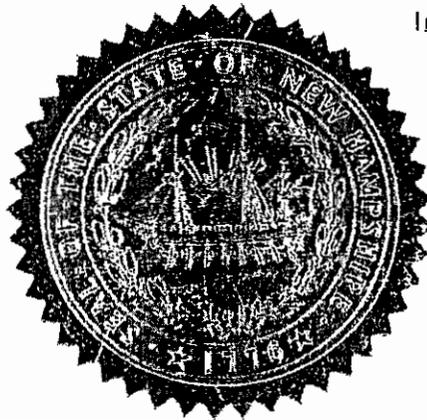
<b>CERTIFICATE HOLDER</b>  State of NH-DRED Office of Workforce Opportunity 64 Old Suncook Road Concord NH 03301	WORK002	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE 
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# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHERN NEW HAMPSHIRE SERVICES INC. is a New Hampshire nonprofit corporation formed May 28, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2<sup>nd</sup> day of April A.D. 2010

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

William M. Gardner  
Secretary of State



**CERTIFICATE OF VOTE**  
**(Corporate Authority)**

I Mary M. Moriarty, Secretary of Southern New Hampshire Services, Inc.  
(name) (corporation name)

(hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I  
(state of incorporation)

am the duly elected and acting Secretary of the Corporation; (2) I maintain and have custody and am familiar with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) that the Board of Directors of the Corporation have authorized, on 9/24/09, such authority to be in force and effect until 6/30/12.

Contract Termination Date

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

<u>Gale F. Hennessy</u>	<u>Executive Director</u>
<u>Michael O'Shea</u>	<u>Fiscal Officer</u>
<u>Denise Vallancourt</u>	<u>Accounting Manager</u>

(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 Secretary of the Corporation this 28th  
day of September, 2010

Mary M. Moriarty  
Mary M. Moriarty, Secretary

STATE OF New Hampshire  
COUNTY OF Hillsborough

On this the 28th day of September, 2010, before me, Diane P. Erikson  
the undersigned officer, personally appeared, Mary M. Moriarty who acknowledged herself to be the Secretary of Southern New Hampshire Services, Inc., a corporation, and that she as such Secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Diane P. Erikson  
Notary Public

SEAL

My Commission expires:





**Southern New Hampshire Services, Inc.**

**Single Audit Reports**

**July 31, 2009**

**Ron L. Beaulieu & Company**

**CERTIFIED PUBLIC ACCOUNTANTS**

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**

**JULY 31, 2009**

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**INDEPENDENT AUDITORS' REPORT ON SCHEDULE OF  
EXPENDITURES OF FEDERAL AWARDS**

April 15, 2010

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

We have audited the financial statements of Southern New Hampshire Services, Inc., as of and for the year ended July 31, 2009, and have issued our report thereon dated April 15, 2010. Our audit was performed for the purpose of forming an opinion on the basic financial statements taken as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by OMB Circular A-133 and is not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated, in all material respects, in relation to the basic financial statements taken as a whole.

*Ron L. Beaulieu & Co.*

Certified Public Accountants

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**FOR THE YEAR ENDED JULY 31, 2009**

Federal Grantor Pass-Through Grantor Program Title	Federal CFDA Number	Federal Expenditures
<b>U.S. DEPARTMENT OF AGRICULTURE:</b>		
Passed-through Belknap Merrimack Community Action Agency - Emergency Assistance Food Program	10.568	\$ 21,486
Passed-through State of New Hampshire Department of Health and Human Services - Special Supplemental Nutrition Program for Women, Infants, and Children	10.557	4,738,592
Commodity Supplemental Food Program	10.565	817,563
WIC Farmers' Market Nutrition Program	10.572	-
Passed-through State of New Hampshire Department of Education - Child and Adult Care Food Program	10.558	218,566
Summer Food Service Program for Children	10.559	181,672
<b>U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT</b>		
Passed-through State of New Hampshire Division of Behavioral Health - Community Development Block Grants	14.218	93,292
Supportive Housing Program	14.235	69,332
Passed-through State of New Hampshire Division of Mental Health and Developmental Services - Emergency Shelter Grants Program	14.231	38,910
Passed-through Belknap Merrimack Community Action Agency - Home Investment Partnerships Program	14.239	22,656
<b>U.S. DEPARTMENT OF LABOR</b>		
Passed-through Workforce Opportunity Council - WIA - Adult Program	17.258	1,252,266
WIA - Youth Activities	17.259	125,754
WIA - Dislocated Workers	17.260	1,840,964
<b>U.S. DEPARTMENT OF ENERGY:</b>		
Passed-through State of New Hampshire Governor's Office of Planning - Weatherization Assistance for Low-Income Persons	81.042	415,182

See accompanying independent auditors' report and notes to schedule of expenditures of federal awards

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (CONTINUED)**  
**FOR THE YEAR ENDED JULY 31, 2009**

Federal Grantor Pass-Through Grantor Program Title	Federal CFDA Number	Federal Expenditures
<b>U.S. DEPARTMENT OF EDUCATION</b>		
Passed-through State of New Hampshire Department of Education - Adult Basic Education Program	84.002	\$ 43,769
<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES</b>		
Direct Program - Headstart	93.600	4,003,950
Passed-through State of New Hampshire Office of Planning - Low-Income Home Energy Assistance	93.568	10,408,813
Passed-through State of New Hampshire Department of Health and Human Services - Temporary Assistance for Needy Families	93.558	2,946,365
Family Support Payments to States Assistance Payments	93.560	470,761
Community Services Block Grant	93.569	1,052,183
Community Services Block Grant - Discretionary Awards	93.570	55,664
Child Care Mandatory and Matching Funds of the Child Care and Development Fund	93.596	722,888
<b>CORPORATION FOR NATIONAL AND COMMUNITY SERVICES</b>		
Direct Program - Retired and Senior Volunteer Program	94.002	203,082
<b>U.S. DEPARTMENT OF HOMELAND SECURITY</b>		
Passed-through Regional United Way Agency - Emergency Food and Shelter National Board Program	97.024	34,665
<b>Total Federal Expenditures</b>		<b>\$29,778,375</b>

See accompanying independent auditors' report and notes to schedule of expenditures of federal awards

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
JULY 31, 2009**

**NOTE 1 – BASIS OF PRESENTATION**

The accompanying Schedule of Expenditures of Federal Awards includes the federal grant activity of Southern New Hampshire Services, Inc., and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in preparation of, the basic financial statements.

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**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL  
REPORTING AND ON COMPLIANCE BASED ON AN AUDIT OF FINANCIAL STATEMENTS  
PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

April 15, 2010

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

We have audited the financial statements of Southern New Hampshire Services, Inc., as of and of year ended July 31, 2009, and have issued our report thereon dated April 15, 2010. We conducted our audit 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.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered Southern New Hampshire Services, Inc.'s internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Entity's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Entity's internal control over financial reporting.

A control deficiency exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the entity's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the entity's financial statements that is more than inconsequential will not be prevented or detected by the entity's internal control.

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected by the entity's internal control.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

#### Compliance and Other Matters

As part of obtaining reasonable assurance about whether Southern New Hampshire Services, Inc.'s financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

This report is intended solely for the information and use of management, the Board of Directors, others within the entity and is not intended to be and should not be used by anyone other than these specified parties.

*Ron L. Beaulieu & Co.*

Certified Public Accountants

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**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE WITH REQUIREMENTS  
APPLICABLE TO EACH MAJOR PROGRAM AND INTERNAL CONTROL  
OVER COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133**

April 15, 2010

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

Compliance

We have audited the compliance of Southern New Hampshire Services, Inc., with the types of compliance requirements described in the OMB Circular A-133 Compliance Supplement that are applicable to each of its major federal programs for the year ended July 31, 2009. Southern New Hampshire Services, Inc. major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts, and grants applicable to each of its major federal programs is the responsibility of Southern New Hampshire Services, Inc.'s management. Our responsibility is to express an opinion on Southern New Hampshire Services, Inc.'s compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Southern New Hampshire Services, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of Southern New Hampshire Services, Inc.'s compliance with those requirements.

In our opinion, Southern New Hampshire Services, Inc. complied, in all material respects, with the requirements referred to above that are applicable to each of its major federal programs for the year ended July 31, 2009.

## Internal Control Over Compliance

The management of Southern New Hampshire Services, Inc. is responsible for establishing and maintaining effective internal control over compliance with the requirements of laws, regulations, contracts, and grants applicable to federal programs. In planning and performing our audit, we considered Southern New Hampshire Services, Inc.'s internal control over compliance with the requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Entity's internal control over compliance.

A control deficiency in an entity's internal control over compliance exists when the design or operation of a control does not allow management or employees, in the normal courses of performing their assigned functions, to prevent or detect noncompliance with a type of compliance requirement of a federal program on a timely basis. A significant deficiency is a control deficiency, or a combination of control deficiencies, that adversely affects the entity's ability to administer a federal program such that there is more than a remote likelihood that noncompliance with a type of compliance requirement of a federal program that is more than inconsequential will not be prevented or detected by the entity's internal control.

A material weakness is a significant deficiency, or a combination of significant deficiencies, that results in more than a remote likelihood that a material noncompliance with a type of compliance requirement of a federal program will not be prevented or detected by the entity's internal control.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as described above.

This report is intended solely for the information and use of management, the Board of Directors, others within the entity, federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

*Ron L. Beaulieu & Co.*

Certified Public Accountants

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**  
**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**  
**JULY 31, 2009**

Section I - Summary of Auditors' Results

*Financial Statements*

Type of auditors' report issued: unqualified

Internal control over financial reporting:

Material weakness(es) identified?  yes  no

Significant deficiency(ies) identified that are not considered to be material weakness(es)?  yes  none

Noncompliance material to financial statements noted?  yes  no

*Federal Awards*

Internal control over major programs:

Material weakness(es) identified?  yes  no

Significant deficiency(ies) identified that are not considered to be material weakness(es)?  yes  none

Type of auditors' report issued on compliance for major programs: unqualified

Any audit findings disclosed that are required to be reported in accordance with section 510(a) of OMB Circular A-133?  yes  no

Identification of major programs:

<u>CFDA Number(s)</u>	<u>Name of Federal Program or Cluster</u>
93.568	Low-Income Home Energy Assistance

Dollar Threshold used to distinguish between type A and type B programs: \$ 893,351

Auditee qualified as low-risk auditee?  yes  no

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**  
**SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)**  
**JULY 31, 2009**

Section II - Financial Statement Findings

No Findings

Section III - Federal Award Findings and Questioned Costs

No Matters Reported

**Southern New Hampshire Services, Inc.**

**Audited Financial Statements**

**July 31, 2009**

**Ron L. Beaulieu & Company**

**CERTIFIED PUBLIC ACCOUNTANTS**

# Ron L. Beaulieu & Company

## CERTIFIED PUBLIC ACCOUNTANTS

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### INDEPENDENT AUDITORS' REPORT

April 15, 2010

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

We have audited the accompanying combined statements of financial position of Southern New Hampshire Services, Inc., as of July 31, 2009 and 2008 and the related combined statements of activities, functional expenses, and cash flows for the years then ended. These financial statements are the responsibility of Southern New Hampshire Services, Inc.'s management. Our responsibility is to express an opinion on these financial statements based on our audits.

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

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Southern New Hampshire Services, Inc. as of July 31, 2009 and 2008, and the results of its operations and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated April 15, 2010, on our consideration of Southern New Hampshire Services, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grants. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be read in conjunction with this report in considering the results of our audit.

*Ron L. Beaulieu & Co.*

Certified Public Accountants

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

	<u>2009</u>	<u>2008</u>
<b>REVENUES</b>		
Grant/contract support	\$ 30,960,069	\$ 25,910,702
Program service fees	587,065	885,514
Local funding	229,390	241,067
Rental income	5,357,219	5,203,809
Gifts and contributions	293,350	291,975
Special events and activities	67,119	26,799
Memberships	55,449	37,364
Investment income (loss)	(230,097)	(53,248)
Revenue from commercial products	36,313	32,827
In-kind	800,460	918,633
Miscellaneous	1,703,303	875,355
<b>TOTAL REVENUES</b>	<u>39,859,640</u>	<u>34,370,797</u>
<b>EXPENSES</b>		
Program services:		
Child Development	5,980,984	5,806,221
Community Services	1,408,359	1,169,769
Economic and Workforce Development	9,191,392	8,865,459
Energy	12,106,580	7,725,353
Hispanic-Latino Community Services	228,295	191,464
Housing and Homeless	65,654	78,867
Nutrition and Health	1,449,254	1,464,658
Special Projects	1,184,880	968,872
Volunteer Services	184,909	215,334
SNHS Management Corporation	1,496,641	1,227,618
Housing Corporations	5,926,343	5,570,648
Total program services	<u>39,223,291</u>	<u>33,284,263</u>
Support services:		
Management and general	1,249,752	1,257,657
<b>TOTAL EXPENSES</b>	<u>40,473,043</u>	<u>34,541,920</u>
<b>INCREASE (DECREASE) IN NET ASSETS</b>	(613,403)	(171,123)
<b>NET ASSETS - AUGUST 1</b>	1,911,164	1,757,287
<b>DONATED CAPITAL</b>	<u>-</u>	<u>325,000</u>
<b>NET ASSETS - JULY 31</b>	<u>\$ 1,297,761</u>	<u>\$ 1,911,164</u>

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

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**  
**COMBINED STATEMENT OF FUNCTIONAL EXPENSES**  
**FOR THE YEAR ENDED JULY 31, 2009**

	Program Services					Total Program Services	Support Services		Total Expenses
	Special Projects	Volunteer Services	Management Corporation	Housing Corporations	SNHS		Management and General		
Payroll	350,132	123,831	288,451	1,150,786	-	9,127,328	723,995	9,851,323	
Payroll taxes	29,938	10,294	22,097	93,191	-	753,083	51,695	804,778	
Fringe benefits	25,029	18,987	53,194	201,340	-	1,402,993	72,277	1,475,270	
Workers comp. insurance	5,777	433	5,422	44,102	-	126,319	5,352	131,671	
Retirement benefits	14,960	7,151	15,199	77,698	-	441,109	68,919	510,028	
Consultant and contractual	528,666	575	459,971	467,021	-	6,026,127	121,159	6,147,286	
Travel and transportation	64,319	5,296	76,417	12,325	-	359,146	5,686	364,832	
Conferences and meetings	3,968	746	54,866	131	-	99,761	1,098	100,859	
Occupancy	65,412	102	162,892	1,860,232	-	3,618,837	154,963	3,773,800	
Advertising	-	-	-	1,281	-	15,217	992	16,209	
Supplies	19,182	4,232	3,599	23,286	-	382,230	29,328	411,558	
Equip. rentals and maintenance	5,937	320	4,927	2,100	-	91,842	804	92,646	
Insurance	617	1,751	25,208	325,606	-	425,615	1,069	426,684	
Telephone	12,128	2,543	6,793	50,467	-	221,113	10,076	231,189	
Postage	352	1,676	648	4,480	-	59,227	14,344	73,571	
Printing and publications	4,142	-	-	-	-	16,901	-	16,901	
Subscriptions	-	-	46	-	-	2,206	-	2,206	
Program support	-	-	-	-	-	200,548	-	200,548	
Interest	-	-	75,591	214,112	-	290,555	-	290,555	
Depreciation	8,575	-	172,452	1,364,788	-	1,623,784	626	1,624,410	
Assistance to clients	38,900	-	45,445	-	-	12,679,178	-	12,679,178	
Other direct expense	612	389	250	10,205	-	302,962	645	303,607	
Miscellaneous	6,234	6,583	23,173	5,921	-	139,479	646	140,125	
In-kind	-	-	-	-	-	800,460	-	800,460	
Loss on disposal of assets	-	-	-	17,271	-	17,271	-	17,271	
Indirect costs	-	-	-	-	-	-	(13,922)	(13,922)	
<b>TOTAL</b>	<b>\$ 1,184,880</b>	<b>\$ 184,909</b>	<b>\$ 1,496,641</b>	<b>\$ 5,926,343</b>	<b>\$ 1,249,752</b>	<b>\$ 39,223,291</b>	<b>\$ 1,249,752</b>	<b>\$ 40,473,043</b>	

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

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**  
**COMBINED STATEMENT OF FUNCTIONAL EXPENSES**  
**FOR THE YEAR ENDED JULY 31, 2008**

	Program Services					Total Program Services	Support Services Management and General	Total Expenses
	Special Projects	Volunteer Services	SNHS		Housing Corporations			
			Management Corporation	Corporation				
Payroll	\$ 351,882	\$ 135,426	\$ 307,834	\$ 1,076,120	\$ 8,489,452	\$ 755,390	\$ 9,244,842	
Payroll taxes	31,907	11,534	22,004	87,091	699,835	55,914	755,749	
Fringe benefits	28,998	18,686	61,361	184,192	1,311,469	64,384	1,375,853	
Workers comp. insurance	7,216	1,882	6,616	40,545	147,973	12,549	160,522	
Retirement benefits	11,381	6,769	16,193	71,137	405,531	69,879	475,410	
Consultant and contractual	349,169	586	207,615	401,160	5,480,029	105,075	5,585,104	
Travel and transportation	70,708	13,850	84,136	14,378	371,432	4,561	375,993	
Conferences and meetings	7,377	1,758	37,003	1,578	88,232	2,359	90,591	
Occupancy	26,848	-	122,862	1,765,802	2,741,327	59,367	2,800,694	
Advertising	285	-	-	2,021	20,907	118	21,025	
Supplies	19,059	2,687	4,532	26,068	437,713	23,573	461,286	
Equip. rentals and maintenance	408	561	6,478	1,288	150,786	1,118	151,904	
Insurance	625	1,751	27,246	288,402	395,676	1,223	396,899	
Telephone	10,214	3,381	6,911	45,406	189,751	9,941	199,692	
Postage	577	2,390	275	5,057	48,450	13,342	61,792	
Printing and publications	309	106	-	-	19,899	370	20,269	
Subscriptions	-	-	46	-	3,244	-	3,244	
Program support	-	3,300	-	-	58,378	-	58,378	
Interest	-	-	61,754	217,029	281,145	-	281,145	
Depreciation	5,575	-	181,870	1,310,144	1,585,516	626	1,586,142	
Assistance to clients	39,800	1,217	52,312	-	8,936,192	-	8,936,192	
Other direct expense	1,200	1,151	300	11,501	335,279	4,834	340,113	
Miscellaneous	5,334	8,299	7,796	4,859	138,070	467	138,537	
In-kind	-	-	-	-	918,633	-	918,633	
Loss on disposal of assets	-	-	12,474	16,870	29,344	-	29,344	
Indirect costs	-	-	-	-	-	72,567	72,567	
<b>TOTAL</b>	<b>\$ 968,872</b>	<b>\$ 215,334</b>	<b>\$ 1,227,618</b>	<b>\$ 5,570,648</b>	<b>\$ 33,284,263</b>	<b>\$ 1,257,657</b>	<b>\$ 34,541,920</b>	

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

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**JULY 31, 2009 AND 2008**

**NOTE 4 – LONG-TERM DEBT**

Long-term debt consisted of the following as of July 31,:

<u>SNHS, Inc.</u>	2009	2008
Mortgage payable to bank, secured by real estate located on Silver St., Manchester, NH, payable in monthly installments of \$1,753 including interest through 2009. Interest is at 8.780%.	\$ -	\$ 20,376
Mortgage payable to City of Manchester, secured by real estate located in Manchester, NH. \$2,255 of principal will be forgiven annually for a period of five years if SNHS can demonstrate the service objectives have been achieved.	13,530	15,785
<u>SNHS Management Corporation</u>		
Mortgage payable to bank, secured by real estate located on Allds St. Nashua, NH, payable in monthly installments of \$1,789 including interest through 2011. Interest is at 7.500%.	72,578	90,943
Mortgage payable to bank, secured by real estate located on Pine St., Manchester, NH, payable in monthly installments of \$2,591 including interest through 2017. Interest is at 8.040%.	102,360	126,902
Mortgage payable to bank, secured by real estate located on West Pearl St., Nashua, NH. Mortgage will be forgiven only if real estate remains low income housing for 40 years. Interest is at 0.000%.	170,000	170,000
Mortgage payable to bank secured by real estate located on Silver St., Manchester, NH, payable in monthly installments of \$3,090 including interest through 2019. Interest is at 7.960%.	237,195	254,972
Mortgage payable to bank, secured by real estate located on Allds St., Nashua, NH, payable in monthly installments of \$3,654 including interest through 2019. Interest is at 7.500%.	344,620	360,553

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**JULY 31, 2009 AND 2008**

**NOTE 4 – LONG-TERM DEBT (CONTINUED)**

	<u>2009</u>	<u>2008</u>
Mortgage payable between HUD and SNHS Elderly Housing V, Inc., secured by real estate located in Manchester, NH. Mortgage will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	\$ 2,948,706	\$ 2,948,706
Mortgage payable between HUD and SNHS Elderly Housing II, Inc., secured by real estate located in Rochester, NH. Mortgage will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%	2,485,859	2,485,859
Mortgage payable between HUD and SNHS Elderly Housing III, Inc., secured by real estate located in Rochester, NH. Mortgage will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	3,518,900	3,518,900
Mortgage payable between HUD and SNHS Elderly Housing II, Inc., secured by real estate located in Rochester, NH. Mortgage will be forgiven in real estate remains low income housing for 40 years. Interest is at 0.000%.	2,966,900	2,966,900
Mortgage payable between HUD and Rural Housing for the Elderly II, Inc., secured by real estate located in Nashua, NH. Mortgage will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	2,410,181	2,410,181
Mortgage payable between HUD and SNHS Elderly Housing IV, Inc., secured by real estate located in Nashua, NH. Mortgage will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	4,412,500	4,412,500
Mortgage payable between HUD and SNHS Raymond Elderly Housing, Inc., secured by real estate located in Raymond, NH. Mortgage will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	1,720,923	1,720,923

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**JULY 31, 2009 AND 2008**

**NOTE 4 – LONG-TERM DEBT (CONTINUED)**

Principal maturities for long-term debt for the subsequent fiscal years from July 31, 2009, are as follows:

2010	132,209
2011	141,091
2012	150,602
2013	146,651
2014	115,784

**NOTE 5 – RETIREMENT BENEFITS**

The Corporation has an Employer-Sponsored 403(b) plan offering coverage to all of its employees. Participating employees must contribute at least 5% of their wages, while the Corporation contributes 10% of their wages. The pension expense for the years ended July 31, 2009 and 2008 was \$510,030 and \$475,410, respectively.

**NOTE 6 - INCOME TAXES**

The Corporation qualifies as an organization exempt from income tax under Section 501(c)(3) of the Internal Revenue Code. Management believes there is no tax on unrelated business income, therefore no income tax provisions have been made in the accompanying financial statements.

**NOTE 7 - RECLASSIFICATION**

Certain reclassifications have been made to the July 31, 2008 financial statements in order for them to be in conformity with the current year presentation.

**NOTE 8 - RESTATEMENT**

Originally, the Corporation did not record a grant that was received from HUD. This restatement records the grant revenue and accounts receivable at July 31, 2008.

SCHEDULE A (CONTINUED)

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 COMBINING SCHEDULE OF FINANCIAL POSITION  
 JULY 31, 2009

	10/15/30/40/50	105	110	120	
	SNHS, Inc.	SNHS Management Corporation	Rural Housing for the Elderly II Landing II	Rural Housing for the Elderly	SNHS Elderly Housing
<b>ASSETS</b>					
<b>CURRENT ASSETS</b>					
Cash	\$ 182,302	\$ 2,825,498	\$ 59,220	\$ 146,569	\$ 19,178
Investments	81,835	1,178,863	-	-	-
Accounts receivable	2,516,631	342,252	1,000	5,658	712
Prepaid expenses	13,139	4,516	21,813	15,746	1,818
Inventory	-	-	-	-	-
Fees receivable	-	85,158	-	-	-
Due from other corporations	1,546,586	2,183,299	-	-	-
<b>Total current assets</b>	<b>4,340,493</b>	<b>6,619,586</b>	<b>82,033</b>	<b>167,973</b>	<b>21,708</b>
<b>FIXED ASSETS</b>					
Land	-	1,398,112	2,898	166,890	40,491
Buildings and improvements	769,067	3,299,818	3,232,872	3,373,897	1,057,055
Vehicles and equipment	678,987	313,820	20,007	263,181	17,673
<b>Total fixed assets</b>	<b>1,448,054</b>	<b>5,011,750</b>	<b>3,255,777</b>	<b>3,803,968</b>	<b>1,115,219</b>
Less - accumulated depreciation	(886,254)	(1,693,471)	(699,718)	(1,952,022)	(566,302)
<b>Net fixed assets</b>	<b>561,800</b>	<b>3,318,279</b>	<b>2,556,059</b>	<b>1,851,946</b>	<b>548,917</b>
<b>OTHER ASSETS</b>					
Restricted cash	-	66,202	131,056	548,463	39,993
Miscellaneous other assets	-	-	-	167,272	-
<b>Total other assets</b>	<b>-</b>	<b>66,202</b>	<b>131,056</b>	<b>715,735</b>	<b>39,993</b>
<b>TOTAL ASSETS</b>	<b>\$ 4,902,293</b>	<b>\$ 10,004,067</b>	<b>\$ 2,769,148</b>	<b>\$ 2,735,654</b>	<b>\$ 610,618</b>
<b>LIABILITIES AND NET ASSETS</b>					
<b>CURRENT LIABILITIES</b>					
Accounts payable	\$ -	\$ 750,521	\$ -	\$ -	\$ -
Accrued payroll and payroll taxes	193,534	145,325	4,183	5,285	785
Accrued compensated absences	-	492,554	-	-	-
Accrued other liabilities	11,559	-	5,187	15,489	5,421
Deferred revenue	1,706,848	17,871	-	2,935	1,330
Tenant security deposits	-	9,224	15,042	20,679	5,919
Due to other corporations	3,141,005	72,701	8,792	31,682	47,581
Current portion of long-term debt	2,255	79,169	-	34,805	15,980
<b>Total current liabilities</b>	<b>5,055,201</b>	<b>1,567,365</b>	<b>33,204</b>	<b>110,875</b>	<b>77,016</b>
<b>LONG-TERM DEBT, less current portion</b>	<b>11,275</b>	<b>847,584</b>	<b>3,167,260</b>	<b>2,589,931</b>	<b>851,464</b>
<b>TOTAL LIABILITIES</b>	<b>5,066,476</b>	<b>2,414,949</b>	<b>3,200,464</b>	<b>2,700,806</b>	<b>928,480</b>
<b>NET ASSETS</b>					
Unrestricted	(164,183)	7,589,118	(431,316)	34,848	(317,862)
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$ 4,902,293</b>	<b>\$ 10,004,067</b>	<b>\$ 2,769,148</b>	<b>\$ 2,735,654</b>	<b>\$ 610,618</b>

## SCHEDULE A (CONTINUED)

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**  
**COMBINING SCHEDULE OF FINANCIAL POSITION**  
**JULY 31, 2009**

	155 SNHS Elderly Housing V	157 SNHS Elderly Housing V Construction	160 SNHS Elderly Housing II - Roberge	170 SNHS Elderly Housing III	175 SNHS Elderly Housing II - Chasse
<b>ASSETS</b>					
<b>CURRENT ASSETS</b>					
Cash	\$ 48,608	\$ -	\$ 30,024	\$ 70,942	\$ 46,427
Investments	-	-	-	-	-
Accounts receivable	746	6	1,029	539	568
Prepaid expenses	13,367	-	16,105	9,794	9,978
Inventory	-	-	-	-	-
Fees receivable	-	-	-	-	-
Due from other corporations	-	6,533	-	-	-
Total current assets	<u>62,721</u>	<u>6,539</u>	<u>47,158</u>	<u>81,275</u>	<u>56,973</u>
<b>FIXED ASSETS</b>					
Land	150,000	-	126,045	284,130	7,420
Buildings and improvements	2,774,114	-	2,375,840	3,289,393	2,947,850
Vehicles and equipment	24,592	-	30,481	19,689	23,320
Total fixed assets	<u>2,948,706</u>	<u>-</u>	<u>2,532,366</u>	<u>3,593,212</u>	<u>2,978,590</u>
Less - accumulated depreciation	(254,059)	-	(904,826)	(932,459)	(445,640)
Net fixed assets	<u>2,694,647</u>	<u>-</u>	<u>1,627,540</u>	<u>2,660,753</u>	<u>2,532,950</u>
<b>OTHER ASSETS</b>					
Restricted cash	88,661	-	120,208	119,151	74,877
Miscellaneous other assets	-	-	-	-	-
Total other assets	<u>88,661</u>	<u>-</u>	<u>120,208</u>	<u>119,151</u>	<u>74,877</u>
<b>TOTAL ASSETS</b>	<u>\$ 2,846,029</u>	<u>\$ 6,539</u>	<u>\$ 1,794,906</u>	<u>\$ 2,861,179</u>	<u>\$ 2,664,800</u>
<b>LIABILITIES AND NET ASSETS</b>					
<b>CURRENT LIABILITIES</b>					
Accounts payable	\$ -	\$ 6,539	\$ -	\$ -	\$ -
Accrued payroll and payroll taxes	2,623	-	1,709	1,696	1,446
Accrued compensated absences	-	-	-	-	-
Accrued other liabilities	23,141	-	-	5,422	5,186
Deferred revenue	-	-	822	-	10,017
Tenant security deposits	9,278	-	11,416	14,933	11,347
Due to other corporations	12,885	-	15,226	28,544	14,031
Current portion of long-term debt	-	-	-	-	-
Total current liabilities	<u>47,927</u>	<u>6,539</u>	<u>29,173</u>	<u>50,595</u>	<u>42,027</u>
LONG-TERM DEBT, less current portion	<u>2,948,706</u>	<u>-</u>	<u>2,485,859</u>	<u>3,518,900</u>	<u>2,966,900</u>
<b>TOTAL LIABILITIES</b>	<u>2,996,633</u>	<u>6,539</u>	<u>2,515,032</u>	<u>3,569,495</u>	<u>3,008,927</u>
<b>NET ASSETS</b>					
Unrestricted	<u>(150,604)</u>	<u>-</u>	<u>(720,126)</u>	<u>(708,316)</u>	<u>(344,127)</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 2,846,029</u>	<u>\$ 6,539</u>	<u>\$ 1,794,906</u>	<u>\$ 2,861,179</u>	<u>\$ 2,664,800</u>

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**  
**COMBINING SCHEDULE OF FINANCIAL POSITION**  
**JULY 31, 2009**

	220 Greenfield Elderly	230 Ashland Elderly	232 Ashland Elderly	237 SNHS Elderly Housing VI
<b>ASSETS</b>				
<b>CURRENT ASSETS</b>				
Cash	\$ 22,518	\$ 24,674	\$ -	\$ 25,050
Investments	-	-	-	-
Accounts receivable	350	-	-	-
Prepaid expenses	15,097	5,585	-	-
Inventory	-	-	-	-
Fees receivable	-	-	-	-
Due from other corporations	-	-	-	-
Total current assets	<u>37,965</u>	<u>30,259</u>	<u>-</u>	<u>25,050</u>
<b>FIXED ASSETS</b>				
Land	62,337	295,000	-	313,539
Buildings and improvements	1,947,267	2,994,796	10,875	1,017,409
Vehicles and equipment	19,321	30,000	-	-
Total fixed assets	<u>2,028,925</u>	<u>3,319,796</u>	<u>10,875</u>	<u>1,330,948</u>
Less - accumulated depreciation	(422,063)	(121,068)	-	-
Net fixed assets	<u>1,606,862</u>	<u>3,198,728</u>	<u>10,875</u>	<u>1,330,948</u>
<b>OTHER ASSETS</b>				
Restricted cash	114,196	432,620	-	-
Miscellaneous other assets	-	-	-	-
Total other assets	<u>114,196</u>	<u>432,620</u>	<u>-</u>	<u>-</u>
<b>TOTAL ASSETS</b>	<u>\$ 1,759,023</u>	<u>\$ 3,661,607</u>	<u>\$ 10,875</u>	<u>\$ 1,355,998</u>
<b>LIABILITIES AND NET ASSETS</b>				
<b>CURRENT LIABILITIES</b>				
Accounts payable	\$ -	\$ -	\$ -	\$ -
Accrued payroll and payroll taxes	777	2,230	-	-
Accrued compensated absences	-	-	-	-
Accrued other liabilities	5,422	22,328	-	-
Deferred revenue	-	112	-	-
Tenant security deposits	6,304	9,038	-	-
Due to other corporations	28,660	9,961	10,875	15,323
Current portion of long-term debt	-	-	-	-
Total current liabilities	<u>41,163</u>	<u>43,669</u>	<u>10,875</u>	<u>15,323</u>
LONG-TERM DEBT, less current portion	<u>2,016,333</u>	<u>3,426,100</u>	<u>-</u>	<u>1,340,675</u>
<b>TOTAL LIABILITIES</b>	<u>2,057,496</u>	<u>3,469,769</u>	<u>10,875</u>	<u>1,355,998</u>
<b>NET ASSETS</b>				
Unrestricted	<u>(298,473)</u>	<u>191,838</u>	<u>-</u>	<u>-</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 1,759,023</u>	<u>\$ 3,661,607</u>	<u>\$ 10,875</u>	<u>\$ 1,355,998</u>

SCHEDULE B

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 COMBINING SCHEDULE OF ACTIVITIES  
 FOR THE YEAR ENDED JULY 31, 2009

	SNHS, Inc.	10/15/30/40/50 SNHS Management Corporation	105 Rural Housing for the Elderly II Landing II	110 Rural Housing for the Elderly	120 SNHS Elderly Housing
<b>REVENUES</b>					
Grant/contract support	\$ 30,934,748	\$ 25,321	\$ -	\$ -	\$ -
Program service fees	155,521	431,544	-	-	-
Local funding	229,390	-	-	-	-
Rental income	13,475	415,130	289,724	861,159	245,253
Gifts and contributions	288,742	4,608	-	-	-
Special events and activities	67,119	-	-	-	-
Memberships	55,449	-	-	-	-
Investment income (loss)	(15,067)	(226,493)	675	3,239	198
Rev. from commercial products	36,313	-	-	-	-
In-kind	800,460	-	-	-	-
Miscellaneous	445,338	1,117,373	11,255	22,449	2,575
<b>TOTAL REVENUES</b>	<b>33,011,488</b>	<b>1,767,483</b>	<b>301,654</b>	<b>886,847</b>	<b>248,026</b>
<b>EXPENSES</b>					
Program services:					
Child Development	5,980,984	-	-	-	-
Community Services	1,408,359	-	-	-	-
Economic and Workforce Dev.	9,191,392	-	-	-	-
Energy	12,106,580	-	-	-	-
Hispanic-Latino Com. Services	228,295	-	-	-	-
Housing and Homeless	65,654	-	-	-	-
Nutrition and Health	1,449,254	-	-	-	-
Special Projects	1,184,880	-	-	-	-
Volunteer Services	184,909	-	-	-	-
SNHS Management Corporation	-	1,496,641	-	-	-
Housing Corporations	-	-	342,789	897,261	259,300
Total program services	31,800,307	1,496,641	342,789	897,261	259,300
Support services:					
Management and general	1,249,752	-	-	-	-
<b>TOTAL EXPENSES</b>	<b>33,050,059</b>	<b>1,496,641</b>	<b>342,789</b>	<b>897,261</b>	<b>259,300</b>
<b>INCREASE (DECREASE) IN NET ASSETS</b>	<b>(38,571)</b>	<b>270,842</b>	<b>(41,135)</b>	<b>(10,414)</b>	<b>(11,274)</b>
<b>NET ASSETS - AUGUST 1</b>	<b>(125,612)</b>	<b>7,318,276</b>	<b>(390,181)</b>	<b>45,262</b>	<b>(306,588)</b>
<b>DONATED CAPITAL</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>NET ASSETS - JULY 31</b>	<b>\$ (164,183)</b>	<b>\$ 7,589,118</b>	<b>\$ (431,316)</b>	<b>\$ 34,848</b>	<b>\$ (317,862)</b>

SCHEDULE B (CONTINUED)

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 COMBINING SCHEDULE OF ACTIVITIES  
 FOR THE YEAR ENDED JULY 31, 2009

	155	160	170	175	180
	SNHS Elderly Housing V	SNHS Elderly Housing II - Roberge	SNHS Elderly Housing III	SNHS Elderly Housing II - Chasse	Rural Housing for the Elderly II - Landing I
<b>REVENUES</b>					
Grant/contract support	\$ -	\$ -	\$ -	\$ -	\$ -
Program service fees	-	-	-	-	-
Local funding	-	-	-	-	-
Rental income	177,943	289,245	331,223	270,968	256,906
Gifts and contributions	-	-	-	-	-
Special events and activities	-	-	-	-	-
Memberships	-	-	-	-	-
Investment income (loss)	415	530	710	488	592
Rev. from commercial products	-	-	-	-	-
In-kind	-	-	-	-	-
Miscellaneous	5,769	8,208	9,236	7,908	7,990
<b>TOTAL REVENUES</b>	<b>184,127</b>	<b>297,983</b>	<b>341,169</b>	<b>279,364</b>	<b>265,488</b>
<b>EXPENSES</b>					
Program services:					
Child Development	-	-	-	-	-
Community Services	-	-	-	-	-
Economic and Workforce Dev.	-	-	-	-	-
Energy	-	-	-	-	-
Hispanic-Latino Com. Services	-	-	-	-	-
Housing and Homeless	-	-	-	-	-
Nutrition and Health	-	-	-	-	-
Special Projects	-	-	-	-	-
Volunteer Services	-	-	-	-	-
SNHS Management Corporation	-	-	-	-	-
Housing Corporations	247,101	310,719	413,868	354,467	304,617
Total program services	247,101	310,719	413,868	354,467	304,617
Support services:					
Management and general	-	-	-	-	-
<b>TOTAL EXPENSES</b>	<b>247,101</b>	<b>310,719</b>	<b>413,868</b>	<b>354,467</b>	<b>304,617</b>
<b>INCREASE (O)DECREASE IN NET ASSETS</b>	<b>(62,974)</b>	<b>(12,736)</b>	<b>(72,699)</b>	<b>(75,103)</b>	<b>(39,129)</b>
<b>NET ASSETS - AUGUST 1</b>	<b>(87,630)</b>	<b>(707,390)</b>	<b>(635,617)</b>	<b>(269,024)</b>	<b>(361,229)</b>
<b>DONATED CAPITAL</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>NET ASSETS - JULY 31</b>	<b>\$ (150,604)</b>	<b>\$ (720,126)</b>	<b>\$ (708,316)</b>	<b>\$ (344,127)</b>	<b>\$ (400,358)</b>

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**  
**COMBINING SCHEDULE OF ACTIVITIES**  
**FOR THE YEAR ENDED JULY 31, 2009**

	230	232	237
	SNHS Ashland Elderly Housing	SNHS Ashland Elderly Housing Construction	SNHS Elderly Housing VI
<b>REVENUES</b>			
Grant/contract support	\$ -	\$ -	\$ -
Program service fees	-	-	-
Local funding	-	-	-
Rental income	169,472	-	-
Gifts and contributions	-	-	-
Special events and activities	-	-	-
Memberships	-	-	-
Investment income (loss)	419	-	-
Rev. from commercial products	-	-	-
In-kind	-	-	-
Miscellaneous	5,636	-	-
<b>TOTAL REVENUES</b>	<b>175,527</b>	<b>-</b>	<b>-</b>
<b>EXPENSES</b>			
Program services:			
Child Development	-	-	-
Community Services	-	-	-
Economic and Workforce Dev.	-	-	-
Energy	-	-	-
Hispanic-Latino Com. Services	-	-	-
Housing and Homeless	-	-	-
Nutrition and Health	-	-	-
Special Projects	-	-	-
Volunteer Services	-	-	-
SNHS Management Corporation	-	-	-
Housing Corporations	267,692	-	-
Total program services	267,692	-	-
Support services:			
Management and general	-	-	-
<b>TOTAL EXPENSES</b>	<b>267,692</b>	<b>-</b>	<b>-</b>
<b>INCREASE (DECREASE) IN NET ASSETS</b>	<b>(92,165)</b>	<b>-</b>	<b>-</b>
<b>NET ASSETS - AUGUST 1</b>	<b>284,003</b>	<b>-</b>	<b>-</b>
<b>DONATED CAPITAL</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>NET ASSETS - JULY 31</b>	<b>\$ 191,838</b>	<b>\$ -</b>	<b>\$ -</b>

# Ron L. Beaulieu & Company

## CERTIFIED PUBLIC ACCOUNTANTS

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### ACCOUNTANTS' COMPILATION REPORT

April 15, 2010

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

We have compiled the accompanying schedules of revenues and expenses – by contract of Southern New Hampshire Services, Inc. as of July 31, 2009, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting, in the form of schedules of activities, information that is the representation of management. We have not audited or reviewed the accompanying schedules of activities and, accordingly, do not express an opinion or any other form of assurance on them.

*Ron L. Beaulieu & Co.*

Certified Public Accountants

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
SCHEDULE OF REVENUES AND EXPENSES – BY CONTRACT  
FOR THE YEAR ENDED JULY 31, 2009**

State of NH Governor's Office of Energy & Community Services  
LIHEAP Program  
For the Period  
October 1, 2008 to July 31, 2009  
Fund # 630-09

**REVENUES**

Program funding	\$ 10,331,328
Other revenue	356
In-kind	-
Allocated corporate unrestricted revenue	(40,982)
Total revenue	<u>10,290,702</u>

**EXPENSES**

Payroll	440,830
Payroll taxes	36,827
Fringe benefits	70,596
Workers comp. insurance	1,540
Retirement benefits	14,942
Consultant and contractual	16,673
Travel and transportation	6,494
Conference and meetings	3,760
Occupancy	25,198
Advertising	262
Supplies	19,572
Equip. rentals and maintenance	1,642
Insurance	213
Telephone	14,811
Postage	20,408
Printing and publications	679
Subscriptions	-
Program support	-
Interest	-
Depreciation	6,472
Assistance to clients	9,526,040
Other direct expense	13,395
Miscellaneous	394
In-kind	-
Administrative costs	69,954
Total expenses	<u>10,290,702</u>

Excess of expenses over revenue	<u>\$ -</u>
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See accompanying accountants' compilation report.

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
SCHEDULE OF REVENUES AND EXPENSES – BY CONTRACT  
FOR THE YEAR ENDED JULY 31, 2009**

State of NH Governor's Office of Energy & Community Services  
Weatherization Program  
For the Period  
April 1, 2009 to July 31, 2009  
Fund # 650-10

**REVENUES**

Program funding	
Other revenue	97,170
In-kind	-
Allocated corporate unrestricted revenue	-
Total revenue	<u>97,170</u>

**EXPENSES**

Payroll	43,135
Payroll taxes	3,742
Fringe benefits	10,633
Workers comp. insurance	896
Retirement benefits	2,305
Consultant and contractual	15,633
Travel and transportation	1,520
Conference and meetings	-
Occupancy	4,083
Advertising	239
Supplies	1,211
Equip. rentals and maintenance	3,642
Insurance	-
Telephone	1,589
Postage	41
Printing and publications	-
Subscriptions	-
Program support	-
Interest	-
Depreciation	-
Assistance to clients	-
Other direct expense	-
Miscellaneous	116
In-kind	-
Administrative costs	8,385
Total expenses	<u>97,170</u>

Excess of expenses over revenue	<u>\$ -</u>
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See accompanying accountants' compilation report.

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
SCHEDULE OF REVENUES AND EXPENSES – BY CONTRACT  
FOR THE YEAR ENDED JULY 31, 2009**

NH Workforce Opportunity Council  
Workforce Investment Act  
For the Period  
August 1, 2008 to July 31, 2009  
Fund # 975, 1000, 1005, 1010, 1015

**REVENUES**

Program funding	\$ 4,991,445
Other revenue	39
In-kind	-
Allocated corporate unrestricted revenue	(69,672)
Total revenue	<u>4,921,812</u>

**EXPENSES**

Payroll	505,602
Payroll taxes	40,075
Fringe benefits	61,306
Workers comp. insurance	1,770
Retirement benefits	38,344
Consultant and contractual	2,847,293
Travel and transportation	18,158
Conference and meetings	3,628
Occupancy	-
Advertising	1,588
Supplies	7,980
Equip. rentals and maintenance	1,015
Insurance	-
Telephone	8,088
Postage	1,711
Printing and publications	-
Subscriptions	-
Program support	-
Interest	-
Depreciation	6,949
Assistance to clients	1,378,174
Other direct expense	-
Miscellaneous	131
In-kind	-
Administrative costs	-
Total expenses	<u>4,921,812</u>

Excess of expenses over revenue	<u>\$ -</u>
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See accompanying accountants' compilation report.

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**  
**SCHEDULE OF REVENUES AND EXPENSES – BY CONTRACT**  
**FOR THE YEAR ENDED JULY 31, 2009**

Electric Energy Assistance

For the Period  
 August 1, 2008 to July 31, 2009  
 Fund # 665

**REVENUES**

Program funding	\$ 1,606
Other revenue	504,367
In-kind	-
Allocated corporate unrestricted revenue	(8,054)
Total revenue	<u>497,919</u>

**EXPENSES**

Payroll	279,318
Payroll taxes	25,278
Fringe benefits	57,897
Workers comp. insurance	997
Retirement benefits	8,083
Consultant and contractual	17,180
Travel and transportation	3,083
Conference and meetings	225
Occupancy	17,181
Advertising	250
Supplies	15,369
Equip. rentals and maintenance	1,873
Insurance	210
Telephone	7,917
Postage	14,303
Printing and publications	-
Subscriptions	-
Program support	-
Interest	-
Depreciation	2,944
Assistance to clients	-
Other direct expense	600
Miscellaneous	135
In-kind	-
Administrative costs	45,076
Total expenses	<u>497,919</u>

Excess of expenses over revenue	<u>\$ -</u>
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See accompanying accountants' compilation report.



# SOUTHERN NEW HAMPSHIRE SERVICES, INC.

*The Community Action Agency for Hillsborough County*

## BOARD OF DIRECTORS

*March 2010*

### Public Sector:

Lou D'Allesandro  
332 St. James Avenue  
Manchester, NH 03102  
NH State Senator  
Home: 669-3494  
Work: 271-2117

Linda T. Foster  
3 Blood Road  
Mont Vernon, NH 03057  
NH State Rep (*District 4*)  
Home: 673-6104

Constance J. Erickson, *Treasurer*  
13 April Drive  
Nashua, NH 03060-2101  
Representing Shirley Santerre  
(Clerk of Ward 4 Nashua)  
Home: 888-0431  
Work: 595-1925

Christopher Pappas  
419 Walnut Street  
Manchester, NH 03104  
Hillsborough County Treasurer  
Home: 669-0236

Thomas Mullins  
33 East Road  
Greenfield, NH 03047  
Greenfield Town Moderator  
Home: 547-2362  
Work: 357-9806

Paul M. Chasse, Jr.  
26 Balcom Street  
Nashua, NH 03060  
Alderman, City of Nashua  
Home: 889-6331

### Private Sector:

Richard Delay, Sr., *Chairman*  
74 Dodge Street  
Bennington, NH 03442  
NH Grocers Association  
Home: 588-2470  
Work: 547-3414

Mary M. Moriarty, *Secretary*  
62 Coventry Ct.  
P. O. Box 2  
Merrimack, NH 03054  
St. John Neumann Church  
Home: 424-5685

German J. Ortiz  
8 Reverend Houston Drive  
Bedford, NH 03110  
Hispanic/Latino  
Community Services  
Home: 471-0753  
Work: 668-5100

Dolores Bellavance, *Vice-Chairman*  
3 Denise Street  
Nashua, NH 03063  
United Way, Nashua  
Home: 882-9528

Wayne R. Johnson  
17 Valhalla Drive  
Nashua, NH 03062-1629  
National Association for the  
Advancement of Colored People  
Home: 882-7921

Patricia Spirou  
99 Ward Street  
Manchester, NH 03104  
Southern New Hampshire University  
Home: 669-6386

### Representatives of the Low-Income:

*Representing Manchester*  
James Brown  
325 Beaver Street  
Manchester, NH 03104  
Home: 669-3922

*Representing Nashua*  
Norma Roy  
145 Ledge Street  
Nashua, NH 03060  
Home: 595-9210

*Representing Towns*  
Martha Verville  
5 Wyman Road  
New Ipswich, NH 03071  
Home: 878-0692

Roland Houle  
1830 Front Street, #3H  
Manchester, NH 03102  
Home: 627-6916

Janet Allard  
76 Temple Street, Apt. 107  
Nashua, NH 03060  
Home: 889-0328

Leo G. Sauve, Sr.  
1 North Mast Street  
Goffstown, NH 03045  
Home: 497-4758

### Head Start-Policy Council

Jennifer Lefebvre  
4 ½ Blossom Street  
Nashua, NH 03060  
Home: 341-0007



**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**

*The Community Action Agency for Hillsborough County*

Mailing Address: P. O. Box 5040, Manchester, NH 03108

40 Pine Street, Manchester, NH 03103

Telephone: (603) 668-8010

Fax: (603) 645-6734

**List of Key Administrative Personnel**

As of: March 2010

Title	Name	Annual Salary	This Contract	
			Percentage	Amount
Executive Director	Gale Hennessy	156,993	0.00%	0
Deputy Director/Fiscal Officer	Michael O'Shea	112,003	0.00%	0
Program Operations Director	Deborah Gosselin	89,999	0.00%	0
Workforce Development Operations Administrator	Christine Beauvais	65,265	0.00%	0



**GALE F. HENNESSY**  
**8 Weymouth Drive**  
**Bedford, New Hampshire 03110**

## **EXPERIENCE**

January 1976 - Present

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

**Community Action Agency for Hillsborough County, NH**

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

*State, Regional and National Activities:*

President – NH Community Action Association – 1981 - Present

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

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

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

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

January 1968 - 1976

**Deputy Director - Southern New Hampshire Services, Inc.**

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

March 1967 - 1968

**Operation HELP Director**

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



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

## EDUCATION

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



Page 3  
Gale F. Hennessy

**AFFILIATIONS**

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



**MICHAEL O'SHEA**  
**280 Smyth Road**  
**Manchester, NH 03104**

**EXPERIENCE**

- 1976 - Present      **Southern New Hampshire Services, Inc.**  
**Community Action Agency for Hillsborough County, N H**  
**Fiscal Officer / Deputy Director**  
Responsible for overseeing all organization fiscal operations, including general ledgers, budget preparation, purchasing, insuring fiscal accountability, monitoring cash management systems, contracting independent annual audits, and insuring acceptable accounting standards and procedures. Responsible for maintaining fiscal and accounting practices in accordance with funding source requirements and policies of the SNHS Board of Directors.
- 1973 - 1976      **Accountant**  
Assistant to comptroller in all agency accounting functions. Programs included: CETA - Department of Labor; Elderly Nutrition - State Council on Aging; Head Start - Dept. of Health, Education and Welfare; Administration, Office of Economic Opportunity; and various other Federal and State grants.  
  
Major responsibilities included reporting to management as well as the various Government agencies on all fiscal affairs. Duties included monthly financial reports, budgets, general ledger, accounts payable, receivable, and payroll.
- 1973 - 1974      **Social Worker**  
Helped with running of food co-op. Distributed surplus foods. Certified needy people for fuel loans. Placed high scholars in jobs through Rent-A-Kid.
- 1969 - 1973      **Jordan Marsh, Portland, Maine**  
Shuttle driver responsible for passengers and mail from Portland to Boston and return. Stock boy.

**EDUCATION**

- 1972 - 1974      New Hampshire College, Manchester, NH  
B.S. Accounting. Major courses in Accounting and Math.
- 1970 - 1972      Andover Institute of Business, Portland, Maine  
A. S. Accounting. Major courses in Accounting and Math.



## **DEBORAH A GOSSELIN**

289 Smyth Road  
Manchester, NH 03104

Home Phone: (603) 669-9141  
Email: debbie@snhs.org

### **EXPERIENCE**

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

#### **Director of Program Operations (1997 – Present)**

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

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

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

#### **Family Services Director (1982 – 1994)**

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

#### **Field Coordinator (1980 – 1983)**

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

#### **Community Liaison (1979 – 1983)**

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

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

**Nashua and Manchester, NH**

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



## • EDUCATION & TRAINING

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

## COMMUNITY INVOLVEMENT / RECOGNITIONS

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

## COMMUNITY INVOLVEMENT PAST

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



**CHRISTINE A. BEAUVAIS**  
16 Kokokehas Circle Litchfield, NH 03052  
home (603) 424-4021 work (617) 727-8158

## **SUMMARY**

A creative, competent program manager and career and organization development professional with extensive experience in both private and public sector environments. Proficient in designing, implementing and managing programs and training interventions, consulting with individuals and organizations, and providing career development services.

Committed to teamwork, collaboration, and valuing differences.

## **WORK EXPERIENCE AND ACCOMPLISHMENTS**

**2003 - Present Southern New Hampshire Services, Inc., Manchester, NH**

### **Workforce Development Operations Administrator**

- Manage the complex implementation and oversight of the NH Community Action Association (NHCAA) WIA Program in a highly coordinated interagency environment; proficient in workforce development program operations, WIA laws and regulations, case management, customer service, continuous improvement principles, and management reporting and planning consistent with the goals and objectives set forth by the Office of Workforce Opportunity.
- Provide direct supervision to all SNHS WIA funded staff; exercise oversight of the day-to-day activities of the Workforce Development Coordinators; develop, plan and direct ongoing staff training and development.
- Manage annual \$3-4 million statewide budget including funds for WIA Adult, Dislocated Worker and Special Projects; manage \$3 million statewide budget from ARRA funds; contract with and provide ongoing technical assistance to the other five NH Community Action Agencies whose staff provide direct services to customers.
- Design and implement National Emergency Grants and Special Projects for large company closures such as Jac Pac Foods, Wausau Papers and Ethan Allen; provide ongoing oversight including establishment of Worker Assistance Centers, budget development and management, staffing and training, and required reporting.
- Plan, organize and administer policies and procedures for the WIA Program; ensure administrative and operational goals, objectives and performance measures are met; increase productivity; maximize return on investment..
- Manage, monitor the WIA service delivery system consistent with established goals and performance standards; implement continuous improvement recommendations and/or corrective action plans to improve system performance.
- Collaborate and regularly consult with staff, NH Works partner agencies and businesses to discuss and resolve issues and coordinate activities to improve service delivery to customers to maximize customer satisfaction.

**1992 - 2003 Commonwealth Corporation, Boston, MA**

### **Program Manager, National Reserve Account (NRA)/National Emergency Grants (NEG) – Operations**

- Wrote, submitted and provided program management and operational oversight for \$38 million in U.S. Department of Labor NRA/NEG Grants for dislocated workers including proposal development and submission, project design and implementation, and assurance of program effectiveness and integrity.
- Delivered ongoing project specific and statewide technical assistance including facilitation of multi-operator project coordination meetings and advisory boards, policy development, and design and delivery of statewide staff development training. Represented Massachusetts on the USDOL NEG National Workgroup.
- Collaborated and communicated on project design, implementation and oversight with stakeholders/partners including USDOL/ETA, Workforce Investment Boards, Lead Elected Officials, project operators and political entities.
- Functioned as Fund/Budget Manager for NRA grants; supervised NRA staff; managed a cross-functional team to facilitate and foster communication and ensure high quality program management.
- Wrote and managed \$16 million in NRA/NEG grants to train and reemploy dislocated fishermen; facilitated a statewide management team to develop policies, unique program design, and synergistic solutions.
- Managed and oversee the Gloucester Fishermen Center including direct management of a \$1.2 million annual budget, direct supervision and staff development, design and implementation of unique, individualized re-employment strategies for customers, and assurance of federal regulatory compliance.
- Participated in annual planning process for JTPA/WIA formula funds including plan review and response.



**Program Manager, Special Projects – Operations/Entrepreneurial Group**

- Provided program management, design, and oversight to Extended Care Career Ladder Initiative program; developed RFP, conducted bidders' conferences; provided technical assistance and statewide training to project operators.
- Co-designed and provided program management and oversight to training programs in fields including Computer Software, Biotechnology, Adult Basic Education, ESOL and CNC Machining.
- Provided program management, consultation and oversight to JTPA funded and operated Entrepreneurial Training Programs; prepared and issued RFPs; designed and implemented program evaluation process.
- Developed and implemented systems and methods for sharing best practices among program operators; collaborated with project staff to design and implement new initiatives and investigate funding sources.
- Designed and facilitated a field-based statewide Quality Improvement Steering Committee to meet corporate and federal objectives for continuous quality improvement of service delivery to customers.

**Training Program Manager – Training and Education Department (TRED)**

- Designed and implemented unique, non-traditional training programs for dislocated workers; managed RFP process to fund innovative programs; collaborated with training vendors and industry councils.
- Developed and evaluated training program curriculum; designed and delivered over 20 different workshops for dislocated workers including Team Building, Communication Skills, and the Myers-Briggs Type Indicator; performed individual assessment, career consulting, job development and job clubs for customers.
- Facilitated project teams to create synergy and excellence in program direction and operation.
- Developed SCANS curriculum for unique demonstration training programs for dislocated workers; consulted with staff to integrate ABE, SCANS and Occupational Training to ensure program quality.

**Springfield College, School of Human Services, Manchester, NH****1991 - 2003 Adjunct Faculty Member**

- Designed and delivered core undergraduate course: Personal Growth and Development.

**1990 – Present Christine Beauvais Consulting, Litchfield, NH**

- Designed and delivered training including Team Building, Myers-Briggs, and Career Development
- Provided career development and consulting services; facilitated job search groups for the unemployed.

**Digital Equipment Corporation, Maynard, MA****1987 - 1990 Human Resources/Transition Manager**

- Co-developed Inplacement Career Centers for redeployed employees; provided transition management training and consultation to senior management; created a temporary job/skills matching process.
- Co-developed Transition Management Forum to facilitate worker reemployment; facilitated placement and eliminated hiring barriers through participation in Career Development Sourcing Consortium.
- Managed over fifty redeployed employees in transition including performance management, salary planning and employee relations; delivered career planning, placement services and workshops.
- Designed and implemented FOCUS, an innovative, self-managing work/support group which was successful in empowering and motivating transition clients in their career change and job search.
- Provided consultation, curriculum design and training to clients in the area of Valuing Differences.

**1984 - 1987 Senior Project Specialist****1981 - 1984 Senior Business Systems Analyst****1976 - 1981 Senior Order Administration Specialist/Credit Manager****EDUCATION****M.B.A. cum laude; concentration in Organization Development. Rivier College, Nashua, NH 1991****Organization Development Track Certificate, National Training Labs (NTL Institute), Alexandria, VA 1991  
Myers-Briggs Type Indicator Qualification. Otto Kroeger Associates, Fairfax, VA 1989****B.A. English; President of English Honor Society. Glassboro State College, Glassboro, NJ 1971**

