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COMMISSIONER
Jared S. Chicoine

DEPUTY COMMISSIONER
Christopher J. Ellms, Jr.

STATE OF NEW HAMPSHIRE

DEPARTMENT OF ENERGY

21 S. Fruit St., Suite 10
Concord, N.H. 03301-2429

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

Tel. (603) 271-3670

FAX No. 271-1526

Website:
www.energy.nh.gov

April 12, 2023

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

REQUESTED ACTION

Authorize the N.H. Department of Energy (Energy) to enter into an amendment to an existing **SOLE SOURCE** Contract Agreement with Southwestern Community Services, Inc., (VC #177511), Keene, NH, by increasing the price limitation by $4,638,503 from $4,060,424 to $8,698,927 using additional Low-Income Home Energy Assistance Program (LIHEAP) funds made available through the Infrastructure Investment and Jobs Act (IIJA) and from remaining regular program year funds, both from the U.S. Department of Health and Human Services, Administration for Children and Families, effective upon Governor and Executive Council approval through September 30, 2024. There is no time extension being requested for this contract.

This contract was originally approved by Governor and Executive Council on December 7, 2022 (Item #37). **100% Federal Funds.**

Funding is available for FY2023 in the following account contingent on the Accept and Expend for $16,497,794 on this agenda:

Department of Energy, LIHEAP FUEL ASST.

02-052-052-520010-33540000	FY2023
LIHEAP FUEL ASST	
074-500587 Grants for Pub Assist & Relief	$4,638,503

EXPLANATION

This is an amendment to a contract that is **SOLE SOURCE** based on the historical performance of the Community Action Agencies (CAA) in the New Hampshire Low-Income Home Energy Assistance Program, their outreach and client service capabilities. Energy proposes to continue to subcontract with the five CAAs who have successfully provided similar services at the local level for more than three decades. The CAAs work closely with the Energy Fuel Assistance Program Administrator in the implementation of several low-income programs.

Additional funding of $12,277,671 was received statewide for Program Year 23 (PY23). This amendment adds these additional funds to the existing contracts and makes them available to the Community Action Agencies for this and the next winter heating season. Demand and benefit amounts have varied across the CAAs and these amendments seek to position these additional funds to the CAAs that have experienced the most need.

This Energy contract provides the Community Action Agency with program funds to support eligible New Hampshire residents, especially the working poor, elderly and disabled citizens who are in need of assistance to help pay for heating costs during the winter season. LIHEAP/FAP is a federally funded statewide program that makes home energy more affordable for income-qualified families, disabled and elderly residents of New Hampshire. Program funds are targeted to low-income households with high energy burdens. Federal law establishes maximum income guidelines. Energy subcontracts to the five CAAs who are responsible for providing FAP services at the local level.

In the event Federal Funds are not available, General Funds will not be requested to support this program.

Respectfully submitted,

Jared Chicoine
Commissioner

NEW HAMPSHIRE DEPARTMENT OF ENERGY

SUBJECT: FUEL ASSISTANCE CONTRACT
SOUTHWESTERN COMMUNITY SERVICES, INC.

AMENDMENT

This Amendment dated March 17, 2023, is between the State of New Hampshire Department of Energy, 21 South Fruit Street, Concord, Merrimack County, NH 03301 (hereinafter referred to as the "State") and Southwestern Community Services, Inc., 63 Community Way, PO Box 603, Keene, Cheshire County, NH 03431 (hereinafter referred to as the "Contractor").

Pursuant to an Agreement (hereinafter referred to as the "Agreement"), as approved by Governor and Council on December 7, 2022 (Item #37), the Contractor has agreed to provide certain Services, per the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein.

WHEREAS, pursuant to the provisions of Section 17 of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and only after approval of such modification or amendment by the Governor and Council; and

WHEREAS, The State and the Contractor have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing and of the covenants and conditions in the Agreement as set forth herein, the parties agree to the following:

1. **Amendment and Modification of Agreement**. The Agreement is amended and modified as follows:

   A) Price Limitation: Amend Subparagraph 1.8 of the Agreement by striking the current sum of \$4,060,424 and inserting in place thereof the total sum of \$8,698,927.

   B) Exhibit C – Payment Terms: Amend Exhibit C, first paragraph by striking the current sum of \$4,060,424 and inserting in place thereof the total sum of \$8,698,927

   Amend Exhibit C, second paragraph by striking the current sum of \$293,870 and inserting for administrative costs \$322,379

   Amend Exhibit C, second paragraph by striking the current sum of \$2,527,182 and inserting for program costs \$4,247,020.

   Amend Exhibit C, second paragraph by striking the current sum of \$108,570 and inserting for Supplemental Funds administrative costs \$394,981.

Amend Exhibit C, second paragraph by striking the current sum of $987,002 and inserting for Supplemental Funds program costs $3,590,747.

2. **Continuance of Agreement**. Except as specifically amended and modified by the Terms and Conditions of this Amendment, obligations of the parties hereunder shall remain in full force and effect in accordance with the terms and conditions set forth in the Agreement as it existed immediately prior to this Amendment.

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

STATE OF NEW HAMPSHIRE
NH Department of Energy

By:
Jared Chicoine, Commissioner

Southwestern Community Services, Inc.

By: Beth Daniels, CEO
(Name & Title of Person Authorized to Sign)

State of NH
County of Cheshire

On this 17th day of March, 2023, before me, Jill Tomlin the undersigned officer, personally appeared Beth Daniels who acknowledged himself/herself to be the CEO of Southwestern Community Services, Inc., a corporation, and that he/she being authorized so to do, executed the foregoing instrument for the purposes contained therein.

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

Notary Public/Justice of the Peace
My Commission expires:

JILL A. TOMLIN
Justice of the Peace, State of New Hampshire
My Commission Expires April 6, 2027

Approved as to form, execution and substance:

OFFICE OF THE ATTORNEY GENERAL

By:
Assistant Attorney General

Date: 3/23/2023

I hereby certify that the foregoing contract was approved by the Governor and Council of the State of New Hampshire at their meeting on ______________________, 2023.

OFFICE OF THE SECRETARY OF STATE

By: ______________________________

Title: _____________________________

State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: **65514**

Certificate Number: **0005755656**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed

the Seal of the State of New Hampshire,

this 11th day of April A.D. 2022.

David M. Scanlan

Secretary of State

Business Information

Business Details

Business Name:	SOUTHWESTERN COMMUNITY SERVICES, INC.	Business ID:	65514
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	05/19/1965	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	05/19/1965		
Principal Office Address:	63 Community Way, Keene, NH, 03431, USA	Mailing Address:	63 Community Way, Keene, NH, 03431, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2020
		Next Report Year:	2025
Duration:	Perpetual		
Business Email:	mfreeman@scshelps.org	Phone #:	603-209-0798
Notification Email:	mfreeman@scshelps.org	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / Art 2-501(c)(3). Formed specifically for the purpose of reducing poverty, revitalizing low-income communities, and empowering low-iincome individuals and families to become self-sufficient by creaing economic, educational, and other opportunities for, and providing a range of services to low income families and individuals, mobilizing resources directed to the elimination of poverty and improvement of health, and educating the public on issues of poverty and community revitalization. The Corporation shall conduct its activities primarily in Sullivan and Cheshire Counties in NH.	

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
Beth Daniels / Chief Executive Officer	63 Community Way, PO Box 603, Keene, NH, 03431 - 0603, USA
Margaret D Freeman / Chief Financial Officer	63 Community Way, PO Box 603, Keene, NH, 03431 - 0603, USA
Keith Thibault / Other Officer	63 Community Way, PO Box 603, Keene, NH, 03431 - 0603, USA
Kevin Watterson / Chairman of the Board of Directors	10 Westview Ave, Keene, NH, 03431, USA

Page 1 of 1, records 1 to 4 of 4

Registered Agent Information

Name: Not Available

Registered Office Address: Not Available

Registered Mailing Address: Not Available

Trade Name Information

Business Name	Business ID	Business Status
LAKE SUNAPEE AREA MEDIATION PROGRAM (/online/BusinessInquire/TradeNameInformation?businessID=113598)	417131	Expired
Cheshire Recovery Coaching (/online/BusinessInquire/TradeNameInformation?businessID=571496)	744909	Expired
Cheshire County Addiction Assistance Recovery Initiative-Chaari (/online/BusinessInquire/TradeNameInformation?businessID=571885)	745308	Expired

Trade Name Owned By

Name	Title	Address

CERTIFICATE OF AUTHORITY

I, Kevin Watterson, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Southwestern Community Services, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 18, 20 21, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Beth Daniels (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Southwestern Community Services, Inc. to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 3/16/23

Kevin D. Watterson
Signature of Elected Officer
Name: Kevin Watterson
Title: Officer

Rev. 03/24/20

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/08/2022

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

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

PRODUCER Clark Mortenson Insurance PO Box 606 Keene NH 03431	CONTACT NAME: Ana O'Donnell, CPIW, CIC PHONE (A/C, No, Ext): (603) 352-2121 FAX (A/C, No): (603) 357-8491 E-MAIL ADDRESS: aodonnell@hilbgroup.com
INSURED Southwestern Community Services Inc 63 Community Way PO Box 603 Keene NH 03431	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Insurance Co	18058
INSURER B: Maine Employers Mut Ins Co	11149
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2022 to 2023 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			PHPK2431763	06/30/2022	06/30/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			PHPK2431766	06/30/2022	06/30/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION $ 10,000			PHUB820879	06/30/2022	06/30/2023	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		3102800768	04/01/2022	04/01/2023	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	PROFESSIONAL LIABILITY			PHPK2431763	06/30/2022	06/30/2023	EACH OCCURRENCE	$1,000,000
							AGGREGATE	$2,000,000

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

3a State: NH
All officers included for coverage

CERTIFICATE HOLDER	CANCELLATION
NH Department of Energy 21 South Fruit Street, Ste 10 Concord NH 03301	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** AUTHORIZED REPRESENTATIVE Neitz Minkle

Southwestern Community Services, Inc.
Board of Directors - 2022 Composition

	CHESHIRE COUNTY	SULLIVAN COUNTY
CONSTITUENT SECTOR	**Ron Nason** SCS Tenant	**Mary Lou Huffling** Fall Mountain Emergency Food Shelf Alstead Friendly Meals
	Heather Cameron Head Start Policy Council Parent Representative	**Anne Beattie** Newport Service Organization
PRIVATE SECTOR	**Kevin Watterson, *Chair*** Clarke Companies (*retired*)	**David Edkins, Vice-*Chair*** Town of Walpole
	Dominic Perkins, *Secretary* Savings Bank of Walpole	**Kerry Belknap Morris, M.Ed.** Early Childhood Education River Valley Community College
PUBLIC SECTOR	**Jay Kahn** State Senator, District 10	**Derek Ferland** Sullivan County Manager
	Andy Bohannon Parks, Recreation and Facilities Director City of Keene	**Liz Emerson** Planning and Zoning Administrator Town of Charlestown

STATE OF NEW HAMPSHIRE

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COMMISSIONER
Jared S. Chicoine

DEPUTY COMMISSIONER
Christopher J. Ellms, Jr.

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

Tel. (603) 271-3670

FAX No. 271-1526

Website:
www.energy.nh.gov

mac

DEPARTMENT OF ENERGY
21 S. Fruit St., Suite 10
Concord, N.H. 03301-2429

December 7, 2022

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

NOV23'22 AM 9:40 RCVD

REQUESTED ACTION

1) Authorize the New Hampshire Department of Energy (NH DOE) to enter into a **SOLE SOURCE** contract with Southwestern Community Services, Inc., (VC #177511), Keene, NH, in the amount of $4,060,424 for the Fuel Assistance Program effective upon approval of Governor and Executive Council through September 30, 2024. 100% Federal Funds.

Funds to support this request are anticipated to be available in the following account in FY 2023 upon the availability and continued appropriation of funds in the future operating budget.

NH Department of Energy, Fuel Assistance	FY 2023
02-52-52-520010-33540000	
074-500587 Grants for Pub Assist & Relief	$4,060,424

2) Further request authorization to advance Southwestern Community Services, Inc. $303,023 from the above-referenced contract amount.

EXPLANATION

This contract is **SOLE SOURCE** based on the historical performance of the Community Action Agencies (CAA) in the New Hampshire Fuel Assistance Program (FAP), their outreach and client service capabilities, the synergies that benefit the FAP as a result of the five statewide CAAs' implementation of several other federal assistance programs, and the infrastructure that is already in place to deliver FAP services. NH DOE proposes to continue to subcontract with the five CAAs who have successfully provided FAP services at the local level for more than three decades. The CAAs work closely with the NH DOE FAP Administrator in the implementation of the program.

FAP is a statewide program, funded by a Federal Low Income Home Energy Assistance Program (LIHEAP) Block Grant, and works to make home energy more affordable for income-qualified New Hampshire families, including those who are elderly or disabled. Program funds are targeted to low income households with high energy burdens. The current maximum income level is 60% of the State Median Income (SMI), which is $74,941 for a family of four. The average FAP benefit during the last program year was $1,342. The program operates on an October 1st to September 30th program year.

The proposed advance of funds will enable the CAA to operate the program between monthly reimbursements from the State.

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

Respectfully submitted,

Jared Chicoine
Commissioner

UEI: TNVEUXNKAF57

FORM NUMBER P-37 (version 12/11/2019)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Energy		1.2 State Agency Address 21 So. Fruit St., Ste. 10 Concord, New Hampshire 03301	
1.3 Contractor Name Southwestern Community Services, Inc.		1.4 Contractor Address 63 Community Way, PO Box 603, Keene, NH 03431	
1.5 Contractor Phone Number (603) 352-7152	1.6 Account Number 02-52-52-520010-~~3357~~/6000 074-500587 [illegible]	1.7 Completion Date September 30, ~~2023~~ 2024 JS BD	1.8 Price Limitation $4,060,424.00
1.9 Contracting Officer for State Agency Eileen Smiglowski, Fuel Assistance Program Administrator		1.10 State Agency Telephone Number (603) 271-3607	
1.11 Contractor Signature Beth Daniels Date: 11/08/22		1.12 Name and Title of Contractor Signatory Beth Daniels, CEO	
1.13 State Agency Signature Jared Date: 11/8/22		1.14 Name and Title of State Agency Signatory Jared Chicoine, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:		On: 11/22/2022	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials BD
Date 11/08/22

2. 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 B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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 BD
Date 11/08/22

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against

Contractor Initials BD
Date 11/08/22

the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

EXHIBIT A

SPECIAL PROVISIONS

1. On or before the date set forth in Block 1.7 of the General Provisions, the Contractor shall deliver to the State an independent audit of the Contractor's entire agency by a qualified independent auditor in good standing with the state and federal government.

2. This audit shall be conducted in accordance with the audit requirements of Office of Management and Budget (OMB) Circular 2 CFR 200, Subpart F - Audit Requirements. The Fuel Assistance Program shall be considered a "major program" for purposes of this audit.

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

4. The audit report shall include a schedule of prior years' questioned costs along with an Agency response to the current status of the prior years' questioned costs. Copies of all OMB letters written as a result of audits shall be forwarded to NH DOE. The audit shall be forwarded to NH DOE within one month of the time of receipt by the Agency, accompanied by an action plan for each finding or questioned cost.

5. Delete the following from paragraph 10 of the General Provisions: "The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in Exhibit A."

6. The costs charged under this contract shall be determined as allowable under the cost principles detailed in 2 CFR 200 Subpart E – Cost Principles.

7. Program and financial records pertaining to this contract shall be retained by the Agency for three years from the date of submission of the final expenditure report per 2 CFR 200.334 – Retention Requirements for Records and until all audit findings have been resolved.

8. In accordance with Public Law 103-333, the "Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995," the following provisions are applicable to this grant award:

   a) Section 507: "Purchase of American –Made Equipment and Products - It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made."

   b) Section 508: "When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, all states receiving federal funds, including but not limited to state and local governments and recipients of federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources."

9. CLOSE OUT OF CONTRACT. All final required reports and reimbursement requests shall be submitted to the State within 30 days of the completion date (Agreement Block 1.7).

10. ADVANCES. Advance funds must be used solely for appropriate Fuel Assistance Program expenditures. Advance program funds are to be used only for Fuel Assistance Program vendor payments. All Fuel Assistance Program payments, including Advance program payments, must be transferred from the Community Action Agency's (CAA's) general operating account into a specific Fuel Assistance Program account within 48 hours after being received electronically from the State. CAAs must submit the bank account number of the designated bank account for the advance funds to NH DOE prior to the electronic submission of the funds to the CAA. Unspent Advance program funds must remain in the FAP dedicated account at all times and cannot be comingled with any other CAA funds. CAAs are required to submit a complete electronic copy of the FAP-dedicated bank account statement to NH DOE on a monthly basis.

EXHIBIT B

SCOPE OF SERVICES

The Contractor agrees to provide Fuel Assistance Program services to qualified low-income individuals, and agrees to perform all such services and other work necessary to operate the Program in accordance with the requirements of this contract, the principles and objectives set forth in the Fuel Assistance Program Procedures Manual, Information Memoranda, and other guidance as determined by NH DOE.

Fuel Assistance Program (FAP) services will be defined to include the following categories:

1. Outreach, eligibility, determination and certification of FAP applicants;

2. Payments directly to energy vendors:
   a. Reimbursement for goods and services delivered
   b. Lines of credit
   c. Budget plan payments;

3. Payments directly to landlords via vouchers for renters who pay their energy costs as undefined portions of their rent;

4. Payments directly to clients only when deemed appropriate and necessary as defined in the Fuel Assistance Procedures Manual; and

5. Emergency Assistance in the form of reimbursements for goods or services delivered in accordance with paragraphs 3 and 4 above.

EXHIBIT C

PAYMENT TERMS

In consideration of the satisfactory performance of the services as determined by the State, the State agrees to pay over to the Contractor the sum of $4,060,424.00 (which hereinafter is referred to as the "Grant").

Upon the State's receipt of the 2023 Low Income Home Energy Assistance Program grant from the US Department of Health and Human Services, and Governor and Executive Council approval, the following funds will be authorized:

$293,870.00 for administration costs, of which $50,305.00 will be issued as a cash advance;
$2,527,182.00 for program costs, of which $252,718.00 will be issued as a cash advance;
$143,800.00 for Assurance 16.

Supplemental Funds:
$108,570.00 for administration costs;
$987,002.00 for program costs.

The dates for this contract are upon Governor and Council approval through September 30, 2024.

Approval to obligate (Exhibit I) the above-awarded funds will be provided in writing by the New Hampshire Department of Energy to the Contractor as the Federal funds become available. Drawdowns from the balance of funds will be made to the Contractor only after written documentation of cash need is submitted to the State. Disbursement of the Grant shall be in accordance with procedures established by the State as detailed in the Fuel Assistance Program Procedures Manual.

CFDA Title:	Low Income Home Energy Assistance Program
CFDA No:	93.568
Award Name:	Low Income Home Energy Assistance Program
Federal Agency:	Health & Human Services Administration for Children and Families Office of Community Services

NEW HAMPSHIRE DEPARTMENT OF ENERGY

STANDARD EXHIBIT D

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

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

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

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

Director, New Hampshire Department of Energy,
21 So. Fruit St., Ste. 10, Concord, NH 03301

(A) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession of or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace;
(2) the grantee's policy of maintaining a drug-free workplace;
(3) any available drug counseling, rehabilitation, and employee assistance programs; and
(4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) abide by the terms of the statement; and

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

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

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

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Southwestern Community Services, Inc.
Contractor Name

October 1, 2022 to September 30, 2024
Period covered by this Certification

Beth Daniels, Chief Executive Officer
Name and Title of Authorized Contractor Representative

Beth Daniels
Contractor Representative Signature

11/08/22
Date

NEW HAMPSHIRE DEPARTMENT OF ENERGY

STANDARD EXHIBIT E

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

CERTIFICATION REGARDING LOBBYING

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

Programs (indicate applicable program covered):
LIHEAP

Contract Period: October 1, 2022 to September 30, 2024

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

(1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, attached and identified as Standard Exhibit E-I.

(3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Beth Daniels — Chief Executive Officer
Contractor Representative Signature — Contractor's Representative Title

Southwestern Community Services, Inc. — 11/08/22
Contractor Name — Date

NEW HAMPSHIRE DEPARTMENT OF ENERGY

STANDARD EXHIBIT F

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

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

Instructions for Certification

(1) By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

(2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Energy's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

(3) The certification in this clause is a material representation of fact upon which reliance was placed when NH DOE determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, NH DOE may terminate this transaction for cause or default.

(4) The prospective primary participant shall provide immediate written notice to the NH DOE agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

(6) The prospective primary participant agrees by submitting this proposal (contract) that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NH DOE.

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

(8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).

(9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(10) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, NH DOE may terminate this transaction for cause or default.

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

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

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or for a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (l) (b) of this certification; and

(d) have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

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

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

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

Beth Daniels — Contractor Representative Signature

Chief Executive Officer — Contractor's Representative Title

Southwestern Community Services, Inc. — Contractor Name

11/08/22 — Date

NEW HAMPSHIRE DEPARTMENT OF ENERGY

STANDARD EXHIBIT G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

Beth Daniels
Contractor Representative Signature

Chief Executive Officer
Contractor's Representative Title

Southwestern Community Services, Inc.
Contractor Name

11/08/22
Date

NEW HAMPSHIRE DEPARTMENT OF ENERGY

STANDARD EXHIBIT H

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

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

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

Beth Daniels
Contractor Representative Signature

Chief Executive Officer
Contractor's Representative Title

Southwestern Community Services, Inc.
Contractor Name

11/08/22
Date

EXAMPLE ONLY

APPROVAL TO OBLIGATE
FUEL ASSISTANCE PROGRAM

STATE

First 7/1/2019 Wood and SEAS Only	ADMIN.	FA PROGRAM	SEAS	ASSURANCE 16	TOTAL
CONTRACTED BUDGET	**538,220.00**	**5,646,370.00**	**4,582.60**	**357,200.00**	**6,546,372.60**
EXPECTED BUDGET	0.00	0.00	0.00	0.00	0.00
PREVIOUSLY OBLIGATED	0.00	0.00	0.00	0.00	0.00
THIS APPROVAL TO OBLIGATE	**0.00**	**0.00**	**0.00**	**0.00**	**1,165,551.00**
TOTAL AVAILABLE TO OBLIGATE	0.00	1,165,551.00	0.00	0.00	1,165,551.00
NOT AUTHORIZED TO OBLIGATE	**538,220.00**	**4,480,819.00**	**4,582.60**	**357,200.00**	**5,380,821.60**

BMCA

First 7/1/2019	ADMIN.	FA PROGRAM	SEAS	ASSURANCE16	TOTAL
CONTRACTED BUDGET	**95,663.00**	**1,003,586.00**	**1,000.00**	**69,960.00**	**1,170,209.00**
EXPECTED BUDGET					0.00
PREVIOUSLY OBLIGATED	0.00	0.00	0.00	0.00	0.00
THIS APPROVAL TO OBLIGATE	**0.00**	**207,112.00**	**0.00**	**0.00**	**207,112.00**
TOTAL AVAILABLE TO OBLIGATE	0.00	207,112.00	0.00	0.00	207,112.00
NOT AUTHORIZED TO OBLIGATE	95,663.00	796,474.00	1,000.00	69,960.00	963,097.00

SNHS

First 7/1/2019	ADMIN.	FA PROGRAM	SEAS	ASSURANCE 16	TOTAL
CONTRACTED BUDGET	**163,777.00**	**1,718,152.00**	**1,000.00**	**84,220.00**	**1,967,149.00**
EXPECTED BUDGET					0.00
PREVIOUSLY OBLIGATED	0.00	0.00	0.00	0.00	0.00
THIS APPROVAL TO OBLIGATE	**0.00**	**354,578.00**	**0.00**	**0.00**	**354,578.00**
TOTAL AVAILABLE TO OBLIGATE	0.00	354,578.00	0.00	0.00	354,578.00
NOT AUTHORIZED TO OBLIGATE	**163,777.00**	**1,363,574.00**	**1,000.00**	**84,220.00**	**1,612,571.00**

SCS

First 7/1/2019	ADMIN.	FA PROGRAM	SEAS	ASSURANCE 16	TOTAL
CONTRACTED BUDGET	**83,835.00**	**879,501.00**	**825.00**	**64,960.00**	**1,029,121.00**
EXPECTED BUDGET					0.00
PREVIOUSLY OBLIGATED	0.00	0.00	0.00	0.00	0.00
THIS APPROVAL TO OBLIGATE	**0.00**	**181,504.00**	**0.00**	**0.00**	**181,504.00**
TOTAL AVAILABLE TO OBLIGATE	0.00	181,504.00	0.00	0.00	181,504.00
NOT AUTHORIZED TO OBLIGATE	**83,835.00**	697,997.00	**825.00**	**64,960.00**	**847,617.00**

CAPSC

First 7/1/2019	ADMIN.	FA PROGRAM	SEAS	ASSURANCE 16	TOTAL
CONTRACTED BUDGET	**54,676.00**	**573,593.00**	**757.60**	**55,110.00**	**684,136.60**
EXPECTED BUDGET					0.00
PREVIOUSLY OBLIGATED	0.00	0.00	0.00	0.00	0.00
THIS APPROVAL TO OBLIGATE	**0.00**	**118,373.00**	**0.00**	**0.00**	**118,373.00**
TOTAL AVAILABLE TO OBLIGATE	0.00	118,373.00	0.00	0.00	118,373.00
NOT AUTHORIZED TO OBLIGATE	**54,676.00**	**455,220.00**	**757.60**	**55,110.00**	**565,763.60**

TCCA

First 7/1/2019	ADMIN.	FA PROGRAM	SEAS	ASSURANCE 16	TOTAL
CONTRACTED BUDGET	**140,269.00**	**1,471,538.00**	**1,000.00**	**82,950.00**	**1,695,757.00**
EXPECTED BUDGET					0.00
PREVIOUSLY OBLIGATED	0.00	0.00	0.00	0.00	0.00
THIS APPROVAL TO OBLIGATE	**0.00**	**303,984.00**	**0.00**	**0.00**	**303,984.00**
TOTAL AVAILABLE TO OBLIGATE	0.00	303,984.00	0.00	0.00	303,984.00
NOT AUTHORIZED TO OBLIGATE	**140,269.00**	**1,167,554.00**	**1,000.00**	**82,950.00**	**1,391,773.00**

NEW HAMPSHIRE DEPARTMENT OF ENERGY

STANDARD EXHIBIT J

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

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

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

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

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

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

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

Beth Daniels Chief Executive Officer

(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Southwestern Community Services, Inc. 11/08/22

(Contractor Name) (Date)

NEW HAMPSHIRE DEPARTMENT OF ENERGY

STANDARD EXHIBIT J
FORM A

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

1. The Unique Entity Identifier (UEI) number for your entity is: HMUUXK8MBJC3

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

X NO ____YES

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

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

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

____NO ____YES

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

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

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

Name: ____ Amount: ____

Name: ____ Amount: ____

Name: ____ Amount: ____

Name: ____ Amount: ____

Name: ____ Amount: ____

State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: 65514

Certificate Number: 0005755656

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11th day of April A.D. 2022.

David M. Scanlan

Secretary of State

CERTIFICATE OF VOTE
(Corporate Authority)

I, Kevin Watterson, Clerk/Secretary of Southwestern Community Services, Inc.
(Name) (Corporation name)

(Hereinafter the "Corporation"), a New Hampshire (State) corporation, hereby certify that: (1) I am the duly elected and acting ~~Clerk/Secretary~~/Officer 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 June 18, 2021, such authority

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

Beth Daniels	Chief Executive Officer
(Name)	(Position)
(Name)	(Position)

(5) The meeting of the Board of Directors was held in accordance with New Hampshire (State of incorporation) law and the by-laws of the Corporation; and (6) said authorization has not been modified, amended or rescinded and continues in full force and effect as of the date hereof. Excerpt of dated minutes or copy of article or section of authorizing by-law must be attached.

Kevin Q. Watterson

Signature of Elected Officer
Name: Kevin Watterson
Title: Chair, Board of Directors

STATE OF NEW HAMPSHIRE
COUNTY OF CHESHIRE

On this 4th day of November, 2022, before me, Heather Amer the undersigned Officer, personally appeared Kevin Watterson who acknowledged himself to be the Officer of Southwestern Community Services, Inc., a corporation and that he as such Officer 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.

Heather Amer

Notary Public/Justice of the Peace

Commission Expiration Date:

HEATHER M. AMER - Notary Public
State of New Hampshire
My Commission Expires June 10, 2025

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/08/2022

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

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

PRODUCER Clark Mortenson Insurance PO Box 606 Keene NH 03431	CONTACT NAME: Ana O'Donnell, CPIW, CIC PHONE (A/C, No, Ext): (603) 352-2121 FAX (A/C, No): (603) 357-8491 E-MAIL ADDRESS: aodonnell@hilbgroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Philadelphia Indemnity Insurance Co.	18058
INSURED Southwestern Community Services Inc. 63 Community Way PO Box 603 Keene NH 03431	INSURER B: Maine Employers Mut Ins Co	11149
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2022 to 2023 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE [ ] OCCUR [X]; GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC [ ]; OTHER			PHPK2431763	06/30/2022	06/30/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY; ANY AUTO [X]; OWNED AUTOS ONLY; SCHEDULED AUTOS; HIRED AUTOS ONLY; NON-OWNED AUTOS ONLY			PHPK2431766	06/30/2022	06/30/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB [X] OCCUR [X]; EXCESS LIAB CLAIMS-MADE; DED RETENTION [X] $ 10,000			PHUB820879	06/30/2022	06/30/2023	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N; If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		3102800768	04/01/2022	04/01/2023	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	PROFESSIONAL LIABILITY			PHPK2431763	06/30/2022	06/30/2023	EACH OCCURRENCE	$1,000,000
							AGGREGATE	$2,000,000

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

3a State: NH
All officers included for coverage

CERTIFICATE HOLDER	CANCELLATION
NH Department of Energy 21 South Fruit Street, Ste 10 Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Nate Mitchell

Southwestern Community Services, Inc.
Board of Directors - 2022 Composition

	Cheshire County	Sullivan County
Constituent Sector	**Ron Nason** SCS Tenant	**Mary Lou Huffling** Fall Mountain Emergency Food Shelf Alstead Friendly Meals
	Heather Cameron Head Start Policy Council Parent Representative	**Anne Beattie** Newport Service Organization
Private Sector	**Kevin Watterson, *Chair*** Clarke Companies (*retired*)	**David Edkins, Vice-*Chair*** Town of Walpole
	Dominic Perkins, *Secretary* Savings Bank of Walpole	**Kerry Belknap Morris, M.Ed.** Early Childhood Education River Valley Community College
Public Sector	**Jay Kahn** State Senator, District 10	**Derek Ferland** Sullivan County Manager
	Andy Bohannon Parks, Recreation and Facilities Director City of Keene	**Liz Emerson** Planning and Zoning Administrator Town of Charlestown

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020 AND INDEPENDENT AUDITORS' REPORTS AND REPORTS ON COMPLIANCE AND INTERNAL CONTROL

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2021 AND 2020

TABLE OF CONTENTS

Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
STRATHAM

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

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Southwestern Community Services, Inc. (a New Hampshire nonprofit corporation) and related companies, which comprise the consolidated statement of financial position as of May 31, 2021, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. 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. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

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

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

Opinion
In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Southwestern Community Services, Inc. and related companies as of May 31, 2021, and the changes in their net assets and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information
We have previously audited Southwestern Community Services, Inc. and related companies' 2020 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 5, 2020. In our opinion, the summarized comparative information presented herein as of and for the year ended May 31, 2020, is consistent, in all material respects, with the audited financial statements from which it has been derived.

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

Other Reporting Required by Government Auditing Standards
In accordance with *Government Auditing Standards*, we have also issued our report dated October 22, 2021, on our consideration of Southwestern Community Services, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Southwestern Community Services, Inc.'s internal control over financial reporting and compliance.

Leone McDonnell & Roberts
Professional Association

October 22, 2021
Wolfeboro, New Hampshire

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
MAY 31, 2021 AND 2020

ASSETS

	2021	2020
CURRENT ASSETS		
Cash and cash equivalents	$ 1,722,941	$ 1,400,153
Accounts receivable, net	1,781,636	1,201,132
Prepaid expenses	62,628	57,168
Notes receivable	2,357	2,357
Total current assets	3,569,562	2,660,810
PROPERTY		
Land and buildings	28,937,986	19,243,210
Vehicles and equipment	565,380	541,236
Furniture and fixtures	934,441	271,753
Total property	30,437,807	20,056,199
Less accumulated depreciation	14,621,952	8,557,576
Property, net	15,815,855	11,498,623
OTHER ASSETS		
Investment in related parties	138,001	198,492
Due from related parties	55,138	59,067
Cash escrow and reserve funds	1,471,741	809,897
Security deposits	105,790	69,767
Other assets	384	384
Total other assets	1,771,054	1,137,607
Total assets	$ 21,156,471	$ 15,297,040

LIABILITIES AND NET ASSETS

	2021	2020
CURRENT LIABILITIES		
Accounts payable	$ 240,586	$ 160,672
Accrued expenses	170,074	87,023
Accrued payroll and payroll taxes	244,003	228,394
Other current liabilities	148,854	149,154
Refundable advances	729,955	290,437
Current portion of long term debt	142,174	125,324
Total current liabilities	1,675,646	1,041,004
NONCURRENT LIABILITIES		
Long term debt, less current portion shown above	11,300,411	8,905,857
Economic Injury Disaster Loan	150,000	-
Paycheck Protection Program loan	-	439,070
Total noncurrent liabilities	11,450,411	9,344,927
Total liabilities	13,126,057	10,385,931
NET ASSETS		
Without donor restrictions	7,815,065	4,766,637
With donor restrictions	215,349	144,472
Total net assets	8,030,414	4,911,109
Total liabilities and net assets	$ 21,156,471	$ 15,297,040

See Notes to Consolidated Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED MAY 31, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Without Donor Restrictions	With Donor Restrictions	2021 Total	2020 Total
REVENUES AND OTHER SUPPORT				
Government contracts	$ 14,451,497	$ -	$ 14,451,497	$ 10,619,721
Program service fees	2,708,902	-	2,708,902	2,606,816
Rental income	1,657,741	-	1,657,741	1,165,032
Developer fee income	-	-	-	1,608
Support	465,614	136,024	601,638	593,610
Sponsorship	21,703	-	21,703	26,546
Interest income	1,402	-	1,402	9,224
Forgiveness of debt	518,501	-	518,501	79,338
Miscellaneous	239,096	-	239,096	148,113
In-kind contributions	65,414	-	65,414	167,553
Total revenues and other support	20,129,870	136,024	20,265,894	15,416,461
NET ASSETS RELEASED FROM RESTRICTIONS	65,147	(65,147)	-	-
Total revenues, other support, and net assets released from restrictions	20,195,017	70,877	20,265,894	15,416,461
EXPENSES				
Program services				
Home energy programs	5,559,497	-	5,559,497	5,153,989
Education and nutrition	2,629,099	-	2,629,099	2,687,612
Homeless programs	5,516,502	-	5,516,502	2,060,655
Housing services	2,913,953	-	2,913,953	2,433,660
Economic development services	621,784	-	621,784	737,683
Other programs	750,430	-	750,430	775,342
Total program services	17,991,265	-	17,991,265	13,848,921
Supporting activities				
Management and general	1,948,672	-	1,948,672	1,761,642
Total expenses	19,939,937	-	19,939,937	15,610,563
CHANGE IN NET ASSETS BEFORE LOSS ON SALE OF PROPERTY	255,080	70,877	325,957	(194,102)
LOSS ON SALE OF PROPERTY	-	-	-	(140)
LOSS ON INVESTMENT IN LIMITED PARTNERSHIPS	(60,897)	-	(60,897)	(236)
CHANGE IN NET ASSETS	194,183	70,877	265,060	(194,478)
NET ASSETS, BEGINNING OF YEAR	4,766,637	144,472	4,911,109	5,105,587
NET ASSETS TRANSFERRED FROM LIMITED PARTNERSHIPS	2,854,245	-	2,854,245	-
NET ASSETS, END OF YEAR	$ 7,815,065	$ 215,349	$ 8,030,414	$ 4,911,109

See Notes to Consolidated Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED MAY 31, 2021

	Home Energy Programs	Education and Nutrition	Homeless Programs	Housing Services	Economic Development Services	Other Programs	Total Program	Management and General	2021 Total
Payroll	$ 496,387	$ 1,518,514	$ 491,084	$ 725,103	$ 350,843	$ 439,136	$ 4,011,067	$ 752,116	$ 4,703,183
Payroll taxes	25,674	106,568	37,005	43,514	30,248	33,024	276,033	120,497	396,530
Employee benefits	171,270	381,988	144,229	283,870	55,553	180,793	1,197,703	46,508	1,244,211
Retirement	32,604	85,776	24,671	51,308	20,760	14,238	229,357	66,965	296,322
Advertising	-	3,100	386	1,295	1,638	-	6,419	133	6,652
Bank charges	10	-	1,130	4,109	-	11	5,260	8,766	14,026
Computer cost	225	28,110	12,051	7,765	18,171	-	84,322	163,132	247,454
Contractual	1,007,401	12,804	42,954	61,431	880	48,737	1,174,007	59,518	1,233,525
Depreciation	-	26,438	117,967	603,938	-	7,620	755,963	153,192	909,155
Dues/registration	-	2,290	-	320	543	-	3,153	8,619	11,772
Duplicating	69	8,160	-	-	-	-	8,229	4,588	12,817
Insurance	5,539	15,035	33,483	57,881	15,298	6,890	134,126	43,490	177,616
Interest	-	5,055	5,983	48,121	-	1,690	61,749	113,918	175,667
Meeting and conference	-	-	-	840	154	133	1,127	1,637	2,764
Miscellaneous expense	2,863	-	1,242	82,239	9,548	1,359	97,249	2,675	99,924
Miscellaneous taxes	-	-	-	101,224	-	-	101,224	300	101,524
Equipment purchases	388	3,330	-	6,521	-	-	10,237	2,808	13,045
Office expense	19,084	17,479	60,872	11,834	2,568	749	112,586	49,579	162,165
Postage	300	368	126	37	348	-	1,179	31,999	33,178
Professional fees	1,050	-	3,300	38,627	-	-	42,977	81,034	124,011
Staff development and training	3,406	1,327	165	2,488	614	1,185	9,185	17,341	26,526
Subscriptions	-	-	-	98	-	-	98	2,767	2,865
Telephone	2,429	3,106	20,692	18,872	2,299	1,117	48,515	47,535	96,050
Travel	6,104	12,328	7,212	9,515	16,338	-	51,497	5,675	57,172
Vehicle	6,147	4,170	1,748	41,329	35,941	9,852	99,187	3,912	103,099
Rent	-	24,659	-	-	21,112	-	45,771	-	45,771
Space costs	-	122,478	384,093	718,703	16,731	114	1,242,119	139,968	1,382,087
Direct client assistance	3,788,549	179,702	4,128,109	12,971	24,399	3,782	8,135,512	-	8,135,512
In-kind expenses	-	65,414	-	-	-	-	65,414	-	65,414
TOTAL FUNCTIONAL EXPENSES BEFORE MANAGEMENT AND GENERAL ALLOCATION	5,559,497	2,629,099	5,516,502	2,913,953	621,784	750,430	17,991,265	1,948,672	19,939,937
Allocation of management and general expenses	602,161	284,763	597,504	315,616	67,347	81,281	1,948,672	(1,948,672)	-
TOTAL FUNCTIONAL EXPENSES	$ 6,161,658	$ 2,913,862	$ 6,114,006	$ 3,229,569	$ 689,131	$ 831,711	$ 19,939,937	$ -	$ 19,939,937

See Notes to Consolidated Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED MAY 31, 2020

	Home Energy Programs	Education and Nutrition	Homeless Programs	Housing Services	Economic Development Services	Other Programs	Total Program	Management and and General	2020 Total
Payroll	$ 487,458	$ 1,374,787	$ 335,905	$ 735,214	$ 435,177	$ 424,014	$ 3,772,553	$ 731,826	$ 4,504,379
Payroll taxes	36,287	107,590	25,566	56,083	35,147	32,738	293,411	55,964	349,375
Employee benefits	135,770	412,407	121,495	271,770	85,902	193,929	1,221,273	45,011	1,266,284
Retirement	29,265	71,941	19,791	58,108	21,016	13,973	214,094	64,115	278,209
Advertising	728	3,084	83	2,632	3,999	2,100	12,626	591	13,217
Bank charges	4	-	17	4,117	-	54	4,192	7,456	11,648
Bad debt expense	-	45	195	-	-	-	240	4,000	4,240
Computer cost	-	28,124	5,538	8,120	15,541	-	57,323	166,243	223,566
Contractual	778,055	18,582	13,624	27,752	2,719	74,250	912,982	41,190	954,172
Depreciation	-	27,369	108,291	366,399	-	10,913	512,972	150,280	663,252
Dues/registration	-	977	-	495	468	-	1,940	9,720	11,660
Duplicating	-	7,480	-	-	-	-	7,480	5,684	13,164
Insurance	6,667	13,010	24,560	56,680	14,271	5,968	121,156	36,841	157,997
Interest	-	7,198	7,527	36,985	-	-	51,710	114,881	166,591
Meeting and conference	457	1,042	262	4,913	1,118	2,029	9,821	13,879	23,700
Miscellaneous expense	3,543	1,597	60	44,189	4,722	163	54,274	18,105	72,379
Miscellaneous taxes	-	-	-	61,042	-	-	61,942	200	62,142
Equipment purchases	24,948	1,646	-	6,426	-	-	33,020	30	33,050
Office expense	20,017	8,744	6,002	9,148	10,480	33	54,424	24,136	78,560
Postage	240	261	123	189	252	-	1,065	24,447	25,512
Professional fees	2,045	-	3,200	28,718	-	706	34,669	89,175	123,844
Staff development and training	-	2,135	648	1,208	415	3,088	7,494	2,787	10,281
Subscriptions	-	-	-	95	-	-	95	1,801	1,896
Telephone	2,283	1,968	17,624	17,959	3,179	1,166	44,179	41,601	85,780
Travel	6,792	16,310	12,602	7,545	30,585	15	73,849	3,031	76,880
Vehicle	3,902	5,121	5,574	30,678	36,849	9,696	91,820	8,202	100,022
Rent	-	25,570	-	-	-	-	25,570	-	25,570
Space costs	-	174,312	352,469	583,375	2,699	89	1,112,944	100,446	1,213,390
Direct client assistance	3,637,530	208,759	999,499	12,920	33,124	418	4,892,250	-	4,892,250
In-kind expenses	-	167,553	-	-	-	-	167,553	-	167,553
TOTAL FUNCTIONAL EXPENSES BEFORE GENERAL AND MANAGEMENT ALLOCATION	5,153,989	2,687,612	2,060,655	2,433,880	737,663	775,342	13,848,921	1,761,642	15,610,563
Allocation of management and general expenses	655,609	341,876	262,124	309,572	93,834	98,627	1,761,642	(1,761,642)	-
TOTAL FUNCTIONAL EXPENSES	$ 5,809,598	$ 3,029,488	$ 2,322,779	$ 2,743,232	$ 831,497	$ 873,969	$ 15,610,563	$ -	$ 15,610,563

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED MAY 31, 2021 AND 2020

	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ 265,060	$ (194,478)
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	909,155	663,252
Loss on disposal of property	-	140
Loss on investment in limited partnerships	60,897	238
Forgiveness of debt	(518,501)	(79,338)
Decrease (increase) in assets:		
Accounts receivable	(580,504)	42,337
Prepaid expenses	31,348	(5,446)
Interest receivable	-	45,547
Due from related parties	3,929	35
Security deposits	(2,242)	(6,771)
(Decrease) increase in liabilities:		
Accounts payable	22,045	(230,941)
Accrued expenses	36,929	(32,597)
Accrued payroll and payroll taxes	15,609	(5,506)
Other current liabilities	(300)	10,414
Refundable advances	439,518	109,443
Interest payable	-	(49,547)
NET CASH PROVIDED BY OPERATING ACTIVITIES	682,943	266,780
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property	(432,400)	(136,174)
NET CASH USED IN INVESTING ACTIVITIES	(432,400)	(136,174)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from long term debt	85,000	36,679
Repayment of long term debt	(272,062)	(127,826)
Proceeds from Economic Injury Disaster Loan	150,000	-
Proceeds from Paycheck Protection Program	-	439,070
NET CASH (USED IN) PROVIDED BY FINANCING ACTIVITIES	(37,062)	347,923
NET INCREASE IN CASH AND RESTRICTED CASH	213,481	478,529
CASH AND RESTRICTED CASH, BEGINNING OF YEAR	2,210,050	1,731,521
CASH AND RESTRICTED CASH TRANSFERRED FROM LIMITED PARTNERSHIPS	771,151	-
CASH AND RESTRICTED CASH, END OF YEAR	$ 3,194,682	$ 2,210,050

See Notes to Consolidated Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)
FOR THE YEARS ENDED MAY 31, 2021 AND 2020

	2021	2020
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash paid during the year for interest	$ 175,005	$ 165,929
SUPPLEMENTAL DISCLOSURES OF NONCASH INVESTING AND FINANCING ACTIVITIES		
Property financed by long term debt	$ 787,599	$ -
Transfer of assets from newly consolidated LPs:		
Prepaid expenses	$ 36,807	$ -
Land and buildings	3,382,003	-
Furniture and fixtures	624,491	-
Security deposits	33,781	-
Total transfer of assets from newly consolidated LPs	$ 4,077,082	$ -
Transfer of liabilities from newly consolidated LPs:		
Accounts payable	$ 57,865	$ -
Accrued expenses	46,122	-
Due to related parties	-	-
Long term debt	1,890,298	-
Total transfer of liabilities from newly consolidated LPs	$ 1,994,285	$ -
Total partners' capital from newly consolidated LPs	$ 2,853,948	$ -
Partners' capital previously recorded as investment in related parties	297	-
Total transfer of partners' capital from newly consolidated LPs	$ 2,854,245	$ -

See Notes to Consolidated Financial Statements

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General

Southwestern Community Services, Inc. is a New Hampshire nonprofit corporation formed as an umbrella corporation that offers an array of services to the elderly, disabled, and low-income households in the Cheshire and Sullivan counties of New Hampshire. Various programs provide assistance in the areas of education, child development, employment, energy and its conservation, housing, and homelessness prevention. Services are provided through Southwestern Community Services, Inc., and its related corporations, SCS Management Corporation, SCS Housing, Inc., SCS Development Corporation, SCS Housing Development, Inc., and various limited partnerships, as described below. The Organization is committed to providing respectful support services and assisting individuals and families in achieving self-sufficiency by helping them overcome the causes of poverty. The primary source of revenues is derived from governmental contracts.

Principles of Consolidation

The consolidated financial statements include the accounts of Southwestern Community Services, Inc. and the following entities (collectively the Organization) as Southwestern Community Services, Inc. has both an economic interest and control of the entities through a majority voting interest in their governing board. All significant intercompany items and transactions have been eliminated from the basic consolidated financial statements.

- SCS Management Corporation
- SCS Housing, Inc.
- SCS Development Corporation
- SCS Housing Development, Inc.
- Drewsville Carriage House Associates, Limited Partnership (Drewsville)
- Troy Senior Housing Associates, Limited Partnership (Troy Senior)
- Keene East Side Senior Housing Associates, Limited Partnership (Keene East Side)
- Winchester Senior Housing Associates, Limited Partnership (Winchester)
- Swanzey Township Housing Associates, Limited Partnership (Swanzey)
- Snow Brook Meadow Village Housing Associates, Limited Partnership (Snow Brook)
- Keene Highland Housing Associates, Limited Partnership (Keene Highland)
- Warwick Meadow Housing Associates, Limited Partnership (Warwick)

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Basis of Accounting
The consolidated financial statements of the Organization have been prepared utilizing the accrual basis of accounting in accordance with generally accepted accounting principles.

Basis of Presentation
The consolidated financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (US GAAP), which require the Organization to report information regarding its financial position and activities according to the following net asset classifications. The classes of net assets are determined by the presence or absence of donor-imposed restrictions.

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's Board of Directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

As of May 31, 2021 and 2020, the Organization had net assets without donor restrictions and with donor restrictions.

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended May 31, 2020 from which the summarized information was derived.

Refundable Advances
The Organization records grant and contract revenue as refundable advances until it is expended for the purpose of the grant or contract, at which time it is recognized as revenue.

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

In-Kind Support
The Organization records various types of in-kind support including professional services and materials. Contributed professional services are recognized if the service received creates or enhances long-lived assets or requires specialized skill, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. Contributions of tangible assets are recognized at fair value when received.

Estimates
The presentation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents
For purposes of the statement of cash flows, the Organization considers all liquid investments purchased with original maturities of three months or less to be cash equivalents.

The following table provides a reconciliation of cash and restricted cash reported within the statements of financial position that sum to the total in the statements of cash flows as of May 31:

	2021	2020
Cash, operations	$ 1,722,941	$ 1,400,153
Cash escrow and reserve funds	1,471,741	809,897
Total cash and restricted cash	$ 3,194,682	$ 2,210,050

Accounts Receivable
Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be zero at May 31, 2021 and 2020. The Organization has no policy for charging interest on overdue accounts.

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Current Vulnerability Due to Certain Concentrations

The Organization is operated in a heavily regulated environment. The operations of the Organization are subject to the administrative directives, rules and regulations of federal, state and local regulatory agencies. Such administrative directives, rules and regulations are subject to change by an act of Congress or Legislature. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the additional administrative burden, to comply with a change. For the years ended May 31, 2021 and 2020, approximately 71% and 69%, respectively, of the Organization's total revenue was received from government agencies. The future nature of the Organization is dependent upon continued support from the government.

Concentration of Credit Risk

The Organization maintains its cash accounts in several financial institutions, which at times may exceed federally insured limits. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with respect to these accounts.

Property and Depreciation

Purchased property and equipment are stated at cost at the date of acquisition or at fair value at the date of receipt in the case of donated property. The Organization generally capitalizes and depreciates all assets with a cost greater than $5,000 and an expected life greater than one year. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Buildings and improvements	10 - 40 Years
Vehicles and equipment	5 - 10 Years
Furniture and fixtures	7 Years

The use of certain assets is specified under the terms of grants received from agencies of the federal government. These grants also place liens on certain assets and impose restrictions on the use of funds received from the disposition of the property. Depreciation expense for the years ended May 31, 2021 and 2020 totaled $909,155 and $663,252, respectively.

Advertising

The Organization expenses advertising costs as incurred.

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Income Taxes

Southwestern Community Services, Inc. and SCS Management Corporation are exempt from Federal income taxes under Section 501(c)(3), of the Internal Revenue Code and are not private foundations. As such, they are exempt from income tax on their exempt function income.

SCS Housing, Inc., SCS Development Corporation and SCS Housing Development, Inc. are taxed as corporations. SCS Housing Inc. has federal net operating loss carryforwards available for the May 31, 2021 and 2020 tax returns totaling $1,230,191 and $1,135,222, respectively. These loss carryforwards may be offset against future taxable income and, if not used, will begin to expire in 2027. SCS Development Corporation has federal net operating loss carryforwards totaling $542 and $555 at May 31, 2021 and 2020, respectively. These loss carryforwards may be offset against future taxable income and, if not used, will begin to expire in 2022. SCS Housing Development, Inc. has federal net operating loss carryforwards totaling $59,861 and $35,574 at May 31, 2021 and 2020, respectively. These loss carryforwards may be offset against future taxable income and, if not used, will begin to expire in 2035.

The tax effects of the carryforwards as related to deferred tax assets is as follows as of May 31, 2021 and 2020:

	2021	2020
Tax benefit from loss carryforwards	$271,025	$246,404
Valuation allowance	(271,025)	(246,404)
Deferred tax asset	$ -	$ -

Drewsville, Troy Senior, Winchester, Keene East Side, Swanzey, Snow Brook, Keene Highland, and Warwick are taxed as partnerships. Federal income taxes are not payable by, or provided for these entities. Earnings and losses are included in the partners' federal income tax returns based on their share of partnership earnings. Partnerships are required to file income tax returns with the State of New Hampshire and pay an income tax at the state's statutory rate.

Accounting Standard Codification No. 740, "Accounting for Income Taxes," established the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. Management has analyzed the Organization's tax position taken on its income tax returns for all open years and has concluded that no additional provision for income taxes is necessary in the Organization's financial statements.

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Fair Value of Financial Instruments
FASB ASC Topic No. 820-10, Financial Instruments, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with ASC 820-10, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, Topic 820-10 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under ASC Topic 820-10 are described as follows:

Level 1 – Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

The carrying amount of cash, accounts receivables, prepaid expenses, accounts payable, accrued expenses, and refundable advances approximates fair value because of the short maturity of those instruments.

Revenue Recognition
Amounts received from conditional grants and contracts received for specific purposes are generally recognized as income to the extent that related expenses and conditions are incurred or met. Conditional grants received prior to the conditions being met are reported as refundable advances. Contributions of cash and other assets are reported as with donor restrictions if they are received with donor imposed stipulations that limit the use of the donated assets. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as without donor restrictions.

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Revenue Recognition (continued)

Program Service Revenue
Program service revenue is recognized as revenue when the services are performed.

Rental Revenue
The Organization derives revenues from the rental of apartment units. Revenues are recognized as income, monthly, when rents become due and control of the apartment units is transferred to the lessees. The individual leases are for a term of one year and are cancelable by the tenants. Control of the leased units is transferred to the lessee in an amount that reflects the consideration the Partnership expects to be entitled to in exchange for the leased units. The cost incurred to obtain a lease will be expensed as incurred.

Performance Obligations and Contract Assets and Liabilities
The performance obligations related to the lease contracts and program services are satisfied at a point in time. Revenue from performance obligations satisfied at a point in time consist of monthly rental payments and fees for program services. There are no contract assets or liabilities for the years ended May 31, 2021 and 2020.

New Accounting Pronouncement
In May 2014, FASB issued ASU 2014-09 (Topic 606) – Revenue from Contracts with Customers. The ASU and all subsequently issued clarifying ASUs replaced most existing revenue recognition guidance in U.S. GAAP. The ASU also requires expanded disclosures relating to the nature, amount, timing, and uncertainty of revenue from cash flows arising from contracts with customers. The Organization adopted the new standard effective June 1, 2020, the first day of the Organization's fiscal year using the modified retrospective approach. The adoption did not result in a change to the accounting for any of the applicable revenue streams; as such, no cumulative effect adjustment was recorded. See revenue recognition policy above.

Functional Allocation of Expenses
The costs of providing the various programs and other activities have been summarized on a functional basis. Natural expenses are defined by their nature, such as salaries, rent, supplies, etc. Functional expenses are classified by the type of activity for which expenses are incurred, such as management and general and direct program costs. Expenses are allocated by function using a reasonable and consistent approach that is primarily based on function and use.

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Functional Allocation of Expenses (continued)
The costs of providing certain program and supporting services have been directly charged.

The Organization submits an indirect cost rate proposal for the paid leave, fringe benefits and other indirect costs to the U.S. Department of Health and Human services. The indirect cost rate is 12% effective from June 1, 2019 through May 31, 2022.

NOTE 2 BANK LINE OF CREDIT
The Organization has a $250,000 revolving line of credit agreement with a bank. Interest is due monthly and is stated at the Wall Street Journal Prime Rate or at a floor rate of 4%. The line is secured by all the Organization's assets. As of May 31, 2021 and 2020, the interest rate was 4%. There was no outstanding balance at May 31, 2021 and 2020.

NOTE 3 LONG TERM DEBT
The long term debt at May 31, 2021 and 2020 consisted of the following:

	2021	2020
1% mortgage payable to New Hampshire Housing in monthly installments for principal and interest of $891 through August 2032. The note is secured by real estate of the Organization (NHHFA, 96 Main Street).	$ 127,000	$ 136,370
Non-interest bearing mortgage payable to Community Development Finance Authority, in quarterly principal payments based on an operating income formula applied to affordable housing portion of the specified real estate. The note is secured by real estate of the Organization (CDFA, 96 Main Street).	27,589	29,589
5.25% note payable to a bank in monthly installments for principal and interest of $988 through March 2021. The note was paid in full during the year ended May 31, 2021. The note was secured by real estate of the Organization (People's United Bank, Ashuelot).	-	9,652

NOTE 3. LONG TERM DEBT (continued)

	2021	2020
Non-interest bearing mortgage payable to New Hampshire Housing. Payment is deferred for 30 years, through September 2031, or until project is sold or refinanced. The note is secured by real estate of the Organization (NHHFA, 17 Pearl).	242,708	244,505
Non-interest bearing mortgage payable to New Hampshire Housing. Payment is deferred for 30 years, through July 2032, unless there is surplus cash from which to make a payment, or until project is sold or refinanced. The note is secured by real estate of the Organization (NHHFA, 41-43 Central).	376,066	376,363
4.25% mortgage payable to a bank in monthly installments for principal and interest of $1,875 through December 2016, with a balloon payment that was due January 2017. The note was amended during the year ended May 31, 2019, and is now due December 2026. Under the amendment, interest rate is 4.94% and monthly installments for principal and interest are $1,957 The note is secured by real estate of the Organization (People's United Bank, Milestones).	112,702	130,230
4.375% note payable to Rural Housing Service in monthly installments for principal and interest of $11,050 through May 2049. The note is secured by real estate of the Organization (TD Bank, Keene Office).	2,134,970	2,175,749
Non-interest bearing note payable to Cheshire County in New Hampshire. Payment is not necessary unless Organization defaults on contract. The note is secured by real estate of the Organization (CDBG, Keene Office).	460,000	460,000

NOTE 3 LONG TERM DEBT (continued)

	2021	2020
Note payable to a bank in monthly installments for principal and interest of $2,463 including interest through May 2039. Interest is adjusted every five years based on remaining principal balance and "Classic Advantage Rate" provided by Federal Home Loan Bank of Boston which resulted in an interest rate of 4.67% at May 31, 2021 and 2020. The note is secured by real estate of the Organization (TD Bank, Keene Office/Community Way).	376,617	389,578
5.19% note payable to a bank in monthly installments for principal and interest of $889 through May 2021. The note was paid in full during the year ended May 31, 2021. The note was secured by real estate of the Organization (TD Bank, 45 Central Street).	-	88,433
Non-interest bearing note payable to the United States Department of Housing and Urban Development. No payment is due and beginning in January 2015 10% of the note is forgiven each year providing the property is used for low income housing through January 2025. The note is secured by real estate of the Organization (HUD, Ashuelot).	75,000	100,000
Non-interest bearing note payable to the United States Department of Housing and Urban Development. No payment is due and beginning in January 2015 10% of the note is forgiven each year providing the property is used for low income housing through January 2025. The note is secured by real estate of the Organization (HUD, 112 Charlestown Road).	45,000	60,000

NOTE 3 - LONG TERM DEBT (continued)

	2021	2020
Non-Interest bearing note payable to New Hampshire Housing in annual payments in the amount of 50% of annual surplus cash through July 2042 at which time the remaining balance is due. The note is secured by real estate of the Organization (NHHFA, Second Chance).	794,189	794,189
Non-interest bearing note payable to a county in New Hampshire. No payment is due and 5% of the balance is forgiven each year through 2032 when the remaining balance becomes due. The note is secured by real estate of the Organization (CDBG, Second Chance).	311,808	328,219
Non-interest bearing note payable to a county in New Hampshire, relating to an agreement between the City of Keene and SCS for the purpose of renovating Keene shelters. In total, SCS will receive $472,000 from CDBG. SCS will receive the funds as progress is made. The note is secured by real estate of the Organization and will be fully forgiven providing the facility serves low- and moderate-income individuals for 20 years (CDBG, Keene Shelter).	326,899	9,500
5.54% note payable to a finance company in monthly installments for principal and interest of $543 through August 2022. The note is secured by a vehicle (Ally, Econoline Van).	7,815	12,637
6.54% note payable to a finance company in monthly installments for principal and interest of $442 through November 2023. The note was paid in full during the year ended May 31, 2021. The note was secured by a vehicle (Ally, GMC Acadia).	-	15,903
2.99% note payable to a bank in monthly installments for principal and interest of $820 through May 2031. The note is secured by real estate of the Organization (Savings Bank of Walpole, 45 Central Street).	84,395	-

NOTE 3 LONG TERM DEBT (continued)

	2021	2020
Non-interest bearing note payable to a county in New Hampshire, relating to an agreement between the City of Keene, and SCS for the purpose of renovating Keene shelters. In total, SCS will receive $472,000 from CDBG. SCS will receive the funds as progress is made. The note is secured by real estate of the Organization and will be fully forgiven providing the facility serves low- and moderate-income individuals for 20 years (CDBG, Elm Street Shelter).	189,100	-
Non-interest bearing note payable to the City of Keene, New Hampshire. The note expires in June 2022 and payment is not necessary unless the Organization defaults on contract. The note is secured by real estate of the Organization (City of Keene, 139 Roxbury Street).	77,100	-
Non-interest bearing note payable to the City of Keene, New Hampshire, with an original balance of $240,000 reduced to $204,000 when the Organization acquired the note from Keene Housing in July 2020. No payment is due and 5% of the balance is forgiven each year through June 2037. The note is secured by real estate of the Organization (City of Keene, 139 Roxbury Street).	204,000	-
Troy Senior - Non-Interest bearing note payable to a county in New Hampshire. Payments are deferred until the note matures in June 2029. The note is secured by real estate of the Organization (CDBG).	640,000	640,000
Troy Senior - Non-interest bearing note payable to New Hampshire Housing Finance Authority to fund energy efficient improvements through the Authority's Greener Homes Program. Payment is deferred for 30 years, through August 2042. The note is secured by real estate of the Organization (NHHFA).	140,210	140,210

NOTE 3 LONG-TERM DEBT (continued)

	2021	2020
Keene East Side - Non-interest bearing note payable to a county in New Hampshire. Payments are deferred until the note matures in December 2028. The note is secured by real estate of the Organization (CDBG).	900,000	900,000
Keene East Side - Non-interest bearing note payable to New Hampshire Community Development Finance Authority (CDFA) to fund energy upgrades and capital Improvements. Beginning in 2016, 10% of the note is forgiven each year based on the rolling balance. The mortgage may be released after ten years in January 2026. The note is secured by real estate of the Organization (CDFA).	139,860	162,880
Keene East Side - Non-interest bearing note payable to New Hampshire Housing to fund energy efficient improvements through the Authority's Greener Homes Program. Payment is deferred for 30 years, through August 2042. The note is secured by real estate of the Organization (NHHFA).	228,934	228,934
Swanzey - Non-recourse, 4.90% simple interest mortgage note payable to the New Hampshire Housing (HOME), due September, 2033, principal and interest payable at the sole discretion of the lender, from the excess cash of the borrower determined by formula, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage.	287,710	289,996
Swanzey - Non-recourse mortgage note payable to New Hampshire Housing (AHF), due September 2043, payable in monthly installments of $1,698, including interest at 2.35% secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 40 year term of the mortgage.	353,561	365,474

NOTE 3 LONG TERM DEBT (continued)

	2021	2020
Snow Brook - Non-recourse, mortgage note payable to New Hampshire Housing, due July 2057, payable in monthly installments of $2,002 including interest at 4.35% secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage.	436,974	441,872
Snow Brook - Non-recourse, zero interest mortgage note payable to New Hampshire Housing (AHF), due June 2034, principal and interest payable at the sole discretion of the lender from the excess cash of the borrower determined by formula, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage.	237,173	237,173
Winchester - Non-recourse mortgage note payable to New Hampshire Housing (AHF), due May 2032, payable in monthly installments of $370, including interest at 2.00%, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage note (NHHFA).	43,450	46,978
Winchester - Non-recourse, zero interest bearing mortgage note payable to New Hampshire Housing (FAF), due May 2032, payable at the sole discretion of the lender from the excess cash of the borrower determined by formula, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30-year term of the mortgage note (NHHFA).	79,609	85,028
Winchester - Non-recourse, zero interest bearing, direct subsidy AHP loan secured by the Partnership's land and buildings, subject to low-income housing restrictions under the terms of the AHP agreement. In the event of a default under the aforementioned agreement, the loan is due upon demand with interest accrued at a rate of 11.67% for the period the funds were outstanding (Federal Home Loan Bank).	150,000	150,000

NOTE 3. LONG-TERM DEBT (continued)

	2021	2020
Keene Highland - Non-recourse mortgage note payable to New Hampshire Housing (AHF), due August 2035, payable in monthly installments of $3,122, including interest at 2.90%, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage note (NHHFA).	434,765	-
Keene Highland - 30 year, zero interest, non-recourse deferred mortgage note payable to the City of Keene, New Hampshire due June 2035, payment of principal is deferred until the due date, secured by land and buildings (City of Keene).	915,000	-
Warwick - 30 year, zero interest, non-recourse deferred mortgage note payable to the Town of Winchester, New Hampshire due August 2036, payment of principal is deferred until the due date, secured by land and buildings (Town of Winchester).	500,000	-
Total long-term debt before unamortized deferred financing costs	11,460,204	9,049,462
Unamortized deferred financing costs	(17,619)	(18,281)
	11,442,585	9,031,181
Less current portion due within one year	142,174	125,324
	$11,300,411	$ 8,905,857

The schedule of maturities of long term debt at May 31, 2021 is as follows:

Year Ending May 31	Amount
2022	$ 142,174
2023	142,488
2024	146,073
2025	151,449
2026	157,310
Thereafter	10,720,710
Total	$11,460,204

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

NOTE 4 **OPERATING LEASES**

The Organization leases facilities, equipment and vehicles under non-cancelable lease agreements at various financial institutions. Lease periods range from month to month to 2025. Monthly lease payments range from $900 to $3,625. Lease expense for the years ended May 31, 2021 and 2020 totaled $148,143 and $140,758, respectively.

Future minimum payments as of May 31, 2021 on the above leases are as follows:

Year Ending May 31	Amount
2022	$ 69,243
2023	1,050
2024	720
2025	120
Total	$ 71,133

NOTE 5 **ACCRUED COMPENSATED BALANCES**

At May 31, 2021 and 2020, the Organization accrued a liability for future annual leave time that its employees had earned and vested in the amount of $144,916 and $141,970, respectively.

NOTE 6 **CONTINGENCIES**

Southwestern Community Services, Inc. is the 100% owner of SCS Housing, Inc. and SCS Housing Development, Inc. SCS Housing, Inc. and SCS Housing Development, Inc. are the general partners of eight limited partnerships formed to develop low-income housing projects through the use of Low Income Housing Tax Credits. Southwestern Community Services, Inc., SCS Housing, Inc. and SCS Housing Development, Inc. have guaranteed repayment of liabilities of various partnerships totaling approximately $11,927,000 and $13,988,000 at May 31, 2021 and 2020, respectively.

Partnership real estate with a cost basis of approximately $27,348,000 and $35,896,000 at May 31, 2021 and 2020, respectively, provides collateral on these loans.

NOTE 6 CONTINGENCIES (continued)

The Organization receives funds under various state grants and from Federal sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws, and regulations. If costs were found not to have been incurred in compliance with the laws and regulations, the Organization might be required to repay the funds.

No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed by government audits as of May 31, 2021 and 2020.

NOTE 7 RELATED PARTY TRANSACTIONS

During the years ended May 31, 2021 and 2020, SCS Housing, Inc. managed nine and eleven limited partnerships, respectively. Management fees charged by SCS Housing, Inc. totaled $228,239 and $295,814, for the years ended May 31, 2021 and 2020, respectively. Additionally, SCS Housing, Inc. has advanced the limited partnerships funds for cash flow purposes over several years.

The Organization has also advanced funds to a related entity for Department of Housing and Urban Development (HUD) sponsorship purposes.

The total amounts due and expected to be collected from the limited partnerships and related entities totaled $55,138 and $59,067 at May 31, 2021 and 2020, respectively.

NOTE 8 EQUITY INVESTMENT

Southwestern Community Services, Inc. and related companies use the equity method to account for their financial interests in the following companies:

	2021	2020
Cityside Housing Associates, LP	$ (9,509)	$ (9,505)
Marlborough Homes, LP	(43)	(27)
Payson Village Senior Housing Associates, LP	(12,524)	(12,514)
Railroad Square Senior Housing Associates, LP	(2,247)	(2,071)
Warwick Meadows Housing Associates, LP	-	(28)
Woodcrest Drive Housing Associates, LP	180,727	222,842
Westmill Senior Housing, LP	49	64
Keene Highland Housing Associates, LP	-	(269)
Alstead Senior Housing Associates, LP	(18,452)	(18,441)
	$ 138,001	$ 180,051

NOTE 8 EQUITY INVESTMENT (continued)

SCS Housing Development, Inc. is a 0.01% partner of Cityside Housing Associates, LP, Marlborough Homes, LP, Payson Village Senior Housing Associates, LP, Warwick Meadows Housing Associates, LP, Woodcrest Drive Housing Associates, LP, and Alstead Senior Housing Associates, LP, a 0.10% partner of Railroad Square Senior Housing Associates, LP, and a 1% partner of Westmill Senior Housing, LP during the years ended May 31, 2021 and 2020.

SCS Housing, Inc. is a 0.01% partner of Winchester Senior Housing Associates, LP, Swanzey Township Housing Associates, LP, Snow Brook Meadow Village Housing Associates, LP, and Keene Highland Housing Associates, LP during the years ended May 31, 2021 and 2020.

The remaining 99.99% ownership interest in Keene Highland Housing Associates, LP and Warwick Meadow Housing Associates, LP were acquired by Southwestern Community Services, Inc. during the year ending May 31, 2021 (see **Note 13**), and therefore the limited partnerships are included in the consolidated financial statements for the year ended May 31, 2021.

Summarized financial information for entities accounted for under the equity method, as of May 31, 2021 and 2020, consists of the following:

	2021	2020
Total assets	$ 53,169	$ 56,632
Total liabilities	15,200	16,530
Capital/Member's equity	37,969	40,102
	$ 53,169	$ 56,632
Income	$ 3,267	$ 3,408
Expenses	4,719	4,707
Net loss	$ (1,452)	$ (1,299)

NOTE 9 RETIREMENT PLAN

The Organization maintains a tax sheltered annuity plan under the provisions of Section 403(b) of the Internal Revenue Code. All employees who have had at least 30 days of service to the Organization are eligible to contribute to the plan. The Organization begins matching contributions after the employee has reached one year of service. Employer contributions are at the Organization's discretion and totaled $296,322 and $278,209 for the years ended May 31, 2021 and 2020, respectively.

NOTE 10 RESTRICTIONS ON NET ASSETS

Net assets with donor restrictions are available for the following purposes:

	2021	2020
NNECAC – Annual Conference Fund	$ 16,646	$ 4,814
GAPS/Warm Fund	101,736	91,725
Transport	90,000	40,000
HS Parents Association	6,967	7,933
Total net assets with donor restrictions	$ 215,349	$ 144,472

NOTE 11 BOARD DESIGNATED NET ASSETS

The board designates a portion of the unrestricted net assets for WM Marcello GAPS funds. There was $12,790 and $14,888 designated by the board at May 31, 2021 and 2020, respectively.

NOTE 12 FORGIVENESS OF DEBT

During the years ended May 31, 2021 and 2020, the Organization realized forgiveness of debt income in connection with notes payable to Community Development Block Grant, HUD and Community Development Finance Authority. Forgiveness of debt income totaled $79,431 and $79,338 for the years ended May 31, 2021 and 2020, respectively.

The Organization recognized forgiveness of debt of $439,070 related to the Paycheck Protection Program during the year ended May 31, 2021. See additional detail at **Note 15**.

NOTE 13 TRANSFER OF PARTNERSHIP INTERESTS

During the year ended May 31, 2021, Southwestern Community Services, Inc. acquired a partnership interest in two low-income housing limited partnerships: Keene Highland and Warwick. The amount paid for the partnership interest in Keene Highland and Warwick was $1 each, and at the time of acquisition, Southwestern Community Services, Inc. became the general partner.

The following is a summary of the assets and liabilities of the partnerships at the date of acquisition:

	Keene Highland	Warwick
Date of Transfer	07/01/2020	01/01/2021
Cash	$ 156,907	$ 68,061
Security deposits	21,321	12,460
Cash reserves	391,456	154,727
Property, net	2,769,245	1,237,249
Other assets	25,946	10,861
Total assets	3,364,875	1,483,358
Notes payable	1,372,220	518,078
Other liabilities	85,048	18,939
Total liabilities	1,457,268	537,017
Partners' capital	1,907,607	946,341
Partners' capital previously recorded as an investment in related parties	269	28
Partners' capital transferred	$ 1,907,876	$ 946,369

NOTE 14 **LIQUIDITY AND AVAILABILITY**

The following represents Southwestern Community Services, Inc. and related companies' financial assets as of May 31, 2021 and 2020:

	2021	2020
Financial assets at year end:		
Cash and cash equivalents	$ 1,722,941	$ 1,400,153
Accounts receivable	1,781,636	1,201,132
Due from related party	55,138	59,067
Notes receivable	2,357	2,357
Cash escrow and reserve funds	1,471,741	809,897
Total financial assets	5,033,813	3,472,606
Less amounts not available to be used within one year:		
Due from related party	(55,138)	(59,067)
Notes receivable	(2,357)	(2,357)
Reserve funds	(1,471,741)	(809,897)
Total amounts not available within one year	(1,529,236)	(871,321)
Financial assets available to meet general expenditures over the next twelve months	$ 3,504,577	$ 2,601,285

The Organization has a goal to maintain unrestricted cash on hand to meet 30 days of normal operating expenditures, which are, on average, approximately $1,559,000 and $1,215,000 at May 31, 2021 and 2020, respectively. The Organization has a $250,000 line of credit available to meet cash flow needs.

NOTE 15 **PAYCHECK PROTECTION PROGRAM**

In April 2020, the Organization received loan proceeds in the amount of $439,070 under the Paycheck Protection Program (PPP). The PPP, is established as part of the Coronavirus Aid, Relief and Economic Security Act (CARES Act). If the Organization did not meet the loan criteria, the unforgiven portion of the PPP loan is payable over five years at an interest rate of 1%, with a deferral of payments for the first ten months. The Organization has used the proceeds for purposes consistent with the PPP and the PPP loan has been forgiven in full. Therefore, forgiveness of the loan totaling $439,070 has been recognized on the Consolidated Statement of Activities for the year ended May 31, 2021.

NOTE 16 ECONOMIC INJURY DISASTER LOAN

During June 2020, the Organization received an Economic Injury Disaster Loan (EIDL) from the Small Business Administration with proceeds in the amount of $150,000. The EIDL is payable over 30 years at an interest rate of 2.75% with a deferral of payments for one year from the date of the note. Installments, including principal and interest, of $641 monthly begin in June 2021. The balance of principal and interest will be payable in May 2050. The loan is secured by the Small Business Administration.

The scheduled maturities of the EIDL as of May 31, 2021 were as follows:

Year Ending May 31	Amount
2022	$ 3,201
2023	3,585
2024	3,685
2025	3,788
2026	3,893
Thereafter	131,848
	$ 150,000

NOTE 17 RECLASSIFICATION

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

NOTE 18 OTHER EVENTS

The impact of the novel coronavirus (COVID-19) and measures to prevent its spread are affecting the Organization's operations. The significance of the impact of these disruptions, including the extent of their adverse impact on the Organization's financial operational results, will be dictated by the length of time that such disruptions continue and, in turn, will depend on the currently unknowable duration of the COVID-19 pandemic and the impact of governmental regulations that might be imposed in response to the pandemic. The Organization's business could also be impacted should the disruptions from COVID-19 lead to changes in consumer behavior. COVID-19 also makes it more challenging for management to estimate future performance of the businesses, particularly over the near to medium term.

NOTE 19 SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 22, 2021, the date the financial statements were available to be issued.

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES

FOR THE YEAR ENDED MAY 31, 2021

	Home Energy Programs	Education and Nutrition	Homeless Programs	Housing Services	Economic Development Services	Other Programs	Total Program	Management and General	2021 Total
REVENUES									
Government contracts	$ 4,633,049	$ 3,125,051	$ 5,267,961	$ 4,060	$ 795,997	$ -	$ 13,826,118	$ 625,379	$ 14,451,497
Program service fees	1,028,348	-	56,851	846,971	-	770,732	2,708,902	-	2,708,902
Rental income	-	-	90,984	1,566,630	-	127	1,657,741	-	1,657,741
Support	55,162	9,969	242,175	-	180,072	114,194	601,572	66	601,638
Sponsorship	-	-	-	-	-	21,703	21,703	-	21,703
Interest income	13	11	198	388	22	35	667	735	1,402
Forgiveness of debt	-	-	56,411	23,020	-	-	79,431	439,070	518,501
Miscellaneous	1,947	3,908	4,613	119,379	25	39,382	169,234	69,862	239,096
In-kind contributions	-	65,414	-	-	-	-	65,414	-	65,414
Total revenues and other support	$ 5,718,519	$ 3,204,353	$ 5,719,193	$ 2,560,448	$ 976,116	$ 952,153	$ 19,130,782	$ 1,135,112	$ 20,265,894
EXPENSES									
Payroll	$ 488,387	$ 1,518,514	$ 491,084	$ 725,103	$ 350,843	$ 439,136	$ 4,011,067	$ 752,116	$ 4,763,183
Payroll taxes	25,674	106,568	37,005	43,514	30,248	33,024	276,033	120,497	396,530
Employee benefits	171,270	381,988	144,229	263,870	55,553	180,793	1,197,703	46,508	1,244,211
Retirement	32,604	85,776	24,671	51,308	20,760	14,238	229,357	68,965	298,322
Advertising	-	3,100	386	1,295	1,638	-	6,419	133	6,552
Bank charges	10	-	1,130	4,109	-	11	5,260	8,766	14,026
Computer cost	225	28,110	12,051	7,765	16,171	-	64,322	183,132	247,454
Contractual	1,007,401	12,804	42,954	61,431	680	48,737	1,174,007	59,518	1,233,525
Depreciation	-	26,438	117,967	603,938	-	7,620	755,963	153,192	909,155
Dues/registration	-	2,290	-	320	543	-	3,153	8,619	11,772
Duplicating	69	8,160	-	-	-	-	8,229	4,588	12,817
Insurance	5,539	15,035	33,483	57,881	15,298	6,890	134,126	43,490	177,616
Interest	-	5,955	5,983	48,121	-	1,690	61,749	113,918	175,667
Meeting and conference	-	-	-	840	154	133	1,127	1,637	2,764
Miscellaneous expense	2,863	-	1,242	82,239	9,546	1,359	97,249	2,675	99,924
Miscellaneous taxes	-	-	-	101,224	-	-	101,224	300	101,524
Equipment purchases	386	3,330	-	6,521	-	-	10,237	2,808	13,045
Office expense	19,084	17,479	60,872	11,834	2,568	749	112,586	49,579	162,165
Postage	300	368	126	37	348	-	1,179	31,999	33,178
Professional fees	1,050	-	3,300	38,627	-	-	42,977	81,034	124,011
Staff development and training	3,406	1,327	165	2,488	614	1,185	9,185	17,341	26,526
Subscriptions	-	-	-	98	-	-	98	2,767	2,865
Telephone	2,429	3,108	20,692	18,872	2,299	1,117	48,515	47,535	96,050
Travel	8,104	12,328	7,212	9,515	18,338	-	51,497	5,675	57,172
Vehicle	6,147	4,170	1,748	41,329	35,941	9,852	99,187	3,912	103,099
Rent	-	24,659	-	-	21,112	-	45,771	-	45,771
Space costs	-	122,478	384,093	718,703	16,731	114	1,242,119	139,968	1,382,087
Direct client assistance	3,788,549	179,702	4,126,109	12,971	24,399	3,782	8,135,512	-	8,135,512
In-kind expenses	-	65,414	-	-	-	-	65,414	-	65,414
TOTAL FUNCTIONAL EXPENSES BEFORE MANAGEMENT AND GENERAL ALLOCATION	5,559,497	2,629,099	5,516,502	2,913,953	621,784	750,430	17,991,265	1,948,672	19,939,937
Allocation of management and general expenses	602,161	284,763	597,504	315,616	67,347	81,281	1,948,672	(1,948,672)	-
TOTAL FUNCTIONAL EXPENSES	$ 6,161,658	$ 2,913,862	$ 6,114,006	$ 3,229,569	$ 689,131	$ 831,711	$ 19,939,937	$ -	$ 19,939,937

See Independent Auditors' Report

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
FOR THE YEAR ENDED MAY 31, 2020

	Home Energy Programs	Education and Nutrition	Homeless Programs	Housing Services	Economic Development Services	Other Programs	Total Program	Management and General	2020 Total
REVENUES									
Government contracts	$ 4,518,118	$ 3,020,857	$ 1,759,258	$ 21,581	$ 797,710	$ 33,809	$ 10,151,333	$ 468,388	$ 10,619,721
Program service fee	832,454	-	66,804	985,951	3,496	707,147	2,595,852	9,964	2,605,816
Rental income	-	-	97,328	1,067,704	-	-	1,165,032	-	1,165,032
Developer fee income	-	-	-	1,508	-	-	1,508	-	1,508
Support	61,387	36,421	219,105	-	114,117	114,844	565,874	27,736	593,610
Sponsorship	-	6,809	-	-	-	19,737	26,546	-	26,546
Interest income	12	17	1,382	2,559	35	11	4,016	5,208	9,224
Forgiveness of debt	-	-	56,318	23,020	-	-	79,338	-	79,338
Miscellaneous	2,860	3,381	21,160	77,326	19,460	-	124,167	23,926	148,113
In-kind contributions	-	167,553	-	-	-	-	167,553	-	167,553
Total revenues	$ 5,434,831	$ 3,235,038	$ 2,221,355	$ 2,179,649	$ 934,818	$ 875,548	$ 14,881,239	$ 535,222	$ 15,416,461
EXPENSES									
Payroll	$ 467,456	$ 1,374,787	$ 335,905	$ 735,214	$ 435,177	$ 424,014	$ 3,772,553	$ 731,826	$ 4,504,379
Payroll taxes	36,287	107,590	25,566	56,083	35,147	32,738	293,411	55,964	349,375
Employee benefits	135,770	412,407	121,495	271,770	85,902	193,929	1,221,273	45,011	1,266,284
Retirement	29,265	71,941	19,791	58,108	21,016	13,973	214,094	64,115	278,209
Advertising	728	3,084	83	2,632	3,999	2,100	12,626	591	13,217
Bank Charges	4	-	17	4,117	-	54	4,192	7,456	11,648
Bad debt	-	45	195	-	-	-	240	4,000	4,240
Computer cost	-	28,124	5,538	8,120	15,541	-	57,323	166,243	223,566
Contractual	778,055	18,582	13,624	27,752	2,719	74,250	912,982	41,190	954,172
Depreciation	-	27,369	108,291	366,399	-	10,913	512,972	150,280	663,252
Dues/registration	-	977	-	495	468	-	1,940	9,720	11,660
Duplicating	-	7,480	-	-	-	-	7,480	5,684	13,164
Insurance	8,667	13,010	24,560	56,680	14,271	5,968	121,156	36,841	157,997
Interest	-	7,198	7,527	36,985	-	-	51,710	114,881	166,591
Meeting and conference	457	1,042	262	4,913	1,118	2,029	9,821	13,879	23,700
Miscellaneous expense	3,543	1,597	60	44,189	4,722	163	54,274	18,105	72,379
Miscellaneous taxes	-	-	-	61,942	-	-	61,942	200	62,142
Equipment purchases	24,948	1,646	-	6,426	-	-	33,020	30	33,050
Office expense	20,017	8,744	6,002	9,148	10,480	33	54,424	24,136	78,560
Postage	240	261	123	189	252	-	1,065	24,447	25,512
Professional	2,045	-	3,200	28,718	-	706	34,669	89,175	123,844
Staff development and training	-	2,135	648	1,208	415	3,088	7,494	2,787	10,281
Subscriptions	-	-	-	95	-	-	95	1,801	1,896
Telephone	2,283	1,968	17,624	17,959	3,179	1,166	44,179	41,601	85,780
Travel	6,792	16,310	12,602	7,545	30,585	15	73,849	3,031	76,880
Vehicle	3,902	5,121	5,574	30,678	36,849	9,696	91,820	8,202	100,022
Rent	-	25,570	-	-	-	-	25,570	-	25,570
Space costs	-	174,312	352,469	583,375	2,609	89	1,112,944	100,446	1,213,390
Direct client assistance	3,637,530	208,759	999,499	12,920	33,124	418	4,892,250	-	4,892,250
In-kind expenses	-	167,553	-	-	-	-	167,553	-	167,553
TOTAL FUNCTIONAL EXPENSES BEFORE GENERAL AND MANAGEMENT ALLOCATION	5,153,989	2,687,612	2,060,655	2,433,660	737,663	775,342	13,848,921	1,761,642	15,610,563
Allocation of management and general expenses	655,609	341,876	262,124	309,572	93,834	98,627	1,761,642	(1,761,642)	-
TOTAL FUNCTIONAL EXPENSES	$ 5,809,598	$ 3,029,488	$ 2,322,779	$ 2,743,232	$ 831,497	$ 873,969	$ 15,610,563	$ -	$ 15,610,563

See Independent Auditors' Report

SOUTHWESTERN COMMUNITY SERVICES, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED MAY 31, 2021

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	ASSISTANCE LISTING NUMBER	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S NUMBER		FEDERAL EXPENDITURE
U.S. Department of Agriculture					
Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)	10.557	State of NH, Department of Health & Human Services	010-090-52600000-102-500734		$ 325,849
Child and Adult Care Food Program	10.558	State of NH, Department of Education	Unknown		165,379
Food Distribution Cluster:					
Commodity Supplemental Food Program	10.565	State of NH, Department of Health & Human Services	010-090-52600000-102-500734	$ 2,400	
Commodity Supplemental Food Program (Food Commodities)	10.565	Community Action Program Belknap-Merrimack Counties	Unknown	202,800	205,200
Total U.S. Department of Agriculture					$ 696,428
U.S. Department of Housing and Urban Development					
Emergency Solutions Grant Program	14.231	State of NH, DHHS, Bureau of Homeless & Housing	05-95-95-958310-717600000-102-60731	$ 142,269	
COVID-19 Emergency Solutions Grant Program	14.231	State of NH, DHHS, Bureau of Homeless & Housing	05-95-42-423010-79270000	86,100	$ 228,369
Supportive Housing Program	14.235	State of NH, DHHS, Bureau of Homeless & Housing	05-95-95-958310-717600000-102-50731		116,879
Shelter Plus Care	14.238	State of NH, DHHS, Bureau of Homeless & Housing	05-95-95-958310-717600000-102-50731		309,035
Continuum of Care Program	14.267	State of NH, DHHS, Bureau of Homeless & Housing	05-95-95-958310-717600000-102-50731		371,328
Total U.S. Department of Housing and Urban Development					$ 1,025,611
U.S. Department of Labor					
WIOA Cluster					
WIOA Adult Program	17.258	Southern NH Services	Unknown	$ 35,453	
WIOA Dislocated Worker Formula Grants	17.278	Southern NH Services	Unknown	11,255	$ 46,708
Total U.S. Department of Labor/WIOA Cluster					$ 46,708
U.S. Department of Transportation Federal Transit Administration (FTA)					
Formula Grants for Rural Areas	20.509	State of NH, Department of Transportation	04-96-96-964010-2916		$ 481,482
Transit Services Programs Cluster					
Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	State of NH, Department of Transportation	04-96-96-964010-2916		50,512
Total U.S. Department of Transportation Federal Transit Administration (FTA)					$ 531,994
U.S. Department of Treasury					
Coronavirus Relief Fund	21.019	State of NH, DHHS, Division of Economic & Housing Stability	SS-2021-BHS-03-HOUSI-04	$ 2,210,738	
Coronavirus Relief Fund	21.019	New Hampshire Housing	Shelter Decompression	127,814	
Coronavirus Relief Fund	21.019	New Hampshire Housing	Shelter Decompression	51,625	
Coronavirus Relief Fund	21.019	Monadnock Developmental Services, Inc.	Long Term Care Stabilization Program	58,050	$ 2,448,227

See Notes to Schedule of Expenditures of Federal Awards

SOUTHWESTERN COMMUNITY SERVICES, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED MAY 31, 2021

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	ASSISTANCE LISTING NUMBER	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S NUMBER	FEDERAL EXPENDITURE	
U.S. Department of Treasury (continued)					
Emergency Rental Assistance Program	21.023	New Hampshire Housing			$ 1,184,928
Total U.S. Department of Treasury					$ 3,633,155
U.S. Small Business Administration					
Disaster Assistance Loans	59.008	Direct Award	EIDL #1272708008		$ 150,000
Total U.S. Small Business Administration					$ 150,000
U.S. Department of Energy					
Weatherization Assistance for Low-Income Persons	81.042	State of NH, Office of Energy & Planning	01-02-024010-7706-074-500587		$ 257,105
Total U.S. Department of Energy					$ 257,105
U.S. Department of Health & Human Services					
Aging Cluster					
Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	93.044	State of NH, Office of Energy & Planning	01-02-024010-7706-074-500587	$ 4,867	
Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	93.044	State of NH, DHHS, Bureau of Elderly & Adult Services	05-95-48-481010-7872	37,929	$ 42,796
TANF Cluster					
Temporary Assistance for Needy Families	93.558	Southern NH Services	Unknown		138,773
Low Income Home Energy Assistance (Fuel Assistance)	93.568	State of NH, Office of Energy & Planning	01-02-02-024010-77050000-500587	4,163,409	
Low Income Home Energy Assistance (BWP)	93.568	State of NH, Office of Energy & Planning	01-02-02-024010-77050000-500587	158,764	
COVID-19 Low Income Home Energy Assistance	93.568	State of NH, DHHS, Administration for Children & Families, Office of Community Services	Grant #2001NHE5C3	40,746	4,362,919
Community Services Block Grant	93.569	State of NH, DHHS, Div. of Family Assistance	500731	367,841	
COVID-19 Community Services Block Grant	93.569	State of NH, DHHS, Division of Economic & Housing Stability	500731	234,886	602,727
Community Services Block Grant - Discretionary	93.570	State of NH, DHHS, Div. of Family Assistance			22,552

See Notes to Schedule of Expenditures of Federal Awards

SOUTHWESTERN COMMUNITY SERVICES, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS -
FOR THE YEAR ENDED MAY 31, 2021

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	ASSISTANCE LISTING NUMBER	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S NUMBER		FEDERAL EXPENDITURE
U.S. Department of Health & Human Services (continued)					
Head Start Cluster					
Head Start	93.600	Direct Funding	01CH011494	$ 2,401,431	
COVID-19 Head Start	93.600	Direct Funding	01HE000388	131,202	$ 2,532,633
Total U.S. Department of Health & Human Services					$ 7,702,500
U.S. Department of Homeland Security					
Emergency Food and Shelter National Board Program	97.024	State of NH, DHHS, Office of Human Services	Unknown		$ 11,008
Total U.S. Department of Homeland Security					$ 11,008
TOTAL					$ 14,054,509

See Notes to Schedule of Expenditures of Federal Awards.

SOUTHWESTERN COMMUNITY SERVICES, INC.

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED MAY 31, 2021

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Southwestern Community Services, Inc. under programs of the federal government for the year ended May 31, 2021. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Southwestern Community Services, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3 INDIRECT COST RATE

Southwestern Community Services, Inc. has elected not to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 4 FOOD DONATION

Nonmonetary assistance is reported in the Schedule at the fair value of the commodities received and disbursed.

NOTE 5 SUBRECIPIENTS

Southwestern Community Services, Inc. had no subrecipients for the year ended May 31, 2021.

Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD •
STRATHAM

SOUTHWESTERN COMMUNITY SERVICES, INC.

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

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

We have audited, in accordance with the 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, the consolidated financial statements of Southwestern Community Services, Inc. (a New Hampshire nonprofit corporation) and related companies, which comprise the consolidated statement of financial position as of May 31, 2021, and the related consolidated statements of activities, functional expenses, and cash flows, for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated October 22, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered Southwestern Community Services, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of Southwestern Community Services, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Southwestern Community Services, Inc.'s internal control.

A deficiency in internal control 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 and correct, misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's consolidated financial statements will not be prevented, or detected and corrected, on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of the internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Southwestern Community Services, Inc.'s consolidated 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 consolidated 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*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Leone McDonnell & Roberts
Professional Association

October 22, 2021
Wolfeboro, New Hampshire

Leone,
McDonnell
& Roberts
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
STRATHAM

SOUTHWESTERN COMMUNITY SERVICES, INC.

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

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

Report on Compliance for Each Major Federal Program

We have audited Southwestern Community Services, Inc.'s (a New Hampshire nonprofit corporation) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Southwestern Community Services, Inc.'s major federal programs for the year ended May 31, 2021. Southwestern Community Services, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Southwestern Community Services, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. 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 Title 2 *U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance 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 Southwestern Community 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 on compliance for each major federal program. However, our audit does not provide a legal determination of Southwestern Community Services, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Southwestern Community Services, Inc. complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended May 31, 2021.

Report on Internal Control Over Compliance

Management of Southwestern Community Services, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Southwestern Community Services, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, 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 Southwestern Community Services, Inc.'s internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that were not identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Leone McDonnell & Roberts
Professional Association

October 22, 2021
Wolfeboro, New Hampshire

SOUTHWESTERN COMMUNITY SERVICES, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED MAY 31, 2021

SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the consolidated financial statements of Southwestern Community Services, Inc. and related companies were prepared in accordance with GAAP.

2. No significant deficiencies disclosed during the audit of the consolidated financial statements are reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*. No material weaknesses are reported.

3. No instances of noncompliance material to the consolidated financial statements of Southwestern Community Services, Inc. and related companies, which would be required to be reported in accordance with *Government Auditing Standards* were disclosed during the audit.

4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance*. No material weaknesses are reported.

5. The auditors' report on compliance for the major federal award programs for Southwestern Community Services, Inc. expresses an unmodified opinion on all major federal programs.

6. There were no audit findings that are required to be reported in accordance with 2 CFR section 200.516(a).

7. The programs tested as major programs were: U.S. Department of Health and Human Services; Low-Income Home Energy Assistance, 93.568, Community Services Block Grant, 93.569, and Head Start, 93.600; and U.S. Department of Treasury; Coronavirus Relief Fund, 21.019, and Emergency Rental Assistance Program, 21.023.

8. The threshold for distinguishing Type A and B programs was $750,000.

9. Southwestern Community Services, Inc. was determined to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

None

SOUTHWESTERN COMMUNITY SERVICES, INC.

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED MAY 31, 2021

There were no findings or questioned costs that were required to be reported in the Schedule of Findings and Questioned Costs for the year ended May 31, 2020.

Beth Daniels

Experience

Southwestern Community Services, Inc., Keene, NH

Chief Executive Officer 07/2021 – Present

- Oversight of agency
- Working closely with the Board of Directors
- Supervision of Senior Staff
- Agency compliance

Chief Operating Officer 03/2016 – 07/2021

- Oversight for all general operations of the agency
- Supervision of Program Directors
- Agency-wide initiatives
- Grant compliance

Director of Energy and Employment Programs 10/2008 – 02/2015

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

Career Navigator, Families at Work 04/2006 – 10/2008

Second Start, Concord, NH

Career Development Specialist 11/2004 – 03/2006

- Facilitated daily job-readiness classes and skill-building exercises
- Assisted participants with barrier resolution and the job search process
- Maintained participant records and completed reporting requirements
- Received ongoing training in teaching techniques and learning styles

Southwestern Community Services, Inc., Keene, NH

Case Manager, Homeless Services 09/2002 – 10/2003

- Responsible for all daily operations of housing program, rules, and regulations
- Completed weekly and monthly progress reports
- Coordinated house meetings, workshops, case conferences, and life skills classes

Case Manager, Welfare-to-Work 05/2000 – 09/2002

- Provided job placement and retention services for caseload of forty (40) clients
- Gained working knowledge of Department of Health & Human Services, Immigration & Naturalization Services, community agencies, and SCS

Education and Training

Leadership Monadnock	2016
Grant Writing Workshop Cheshire County	05/2012
Nonviolent Crisis Intervention Crisis Prevention Institute, Inc.	2012
Leadership Training Tad Dwyer Consulting	2010-2011
Criticism & Discipline Skills for Managers CareerTrack	11/2007
How to Supervise People CareerTrack	11/2007
Career Development Facilitator Training National Career Development Association *120-hour NCDA training*	09/2005
Certified Workforce Development Specialist National Association of Workforce Development Professionals	06/2005
Infection Control & Bloodborne Pathogens Home Health Care	01/2003
Bachelor of Arts in Human Services Franklin Pierce College *Graduated cum laude*	05/2002

Projects/Appointments

Current Board Member, Monadnock Collaborate

Current Member, Executive Committee, Leadership Council for Healthy Monadnock

Current Member, Sullivan Count Public Health Advisory Council

Created Emerging Leaders Program, SCS

References Available

Terra Rogers

PROFESSIONAL PROFILE: Current Director of Energy and Employment Programs with 15+ years of experience in a non-profit setting.

MANAGEMENT AND SOCIAL SERVICE SKILLS

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

EXPERIENCE

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

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

Oversee all daily operations for Fuel Assistance, Electric Assistance, Neighbor Helping Neighbor, Senior Energy Assistance and Assurance 16.

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

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

Staples [various locations throughout VT, ME, NY and NH] ***9/1996- 11/2006***

Operations Manager

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

EDUCATION

Granite State College- Concord, NH

Bachelor of Science (BS) in Behavioral Science (Magnum Cum Laude) Graduated June 2012

Sheri Saraceni

PROFESSIONAL PROFILE: Current Assistant Director of Energy and Employment Programs

MANAGEMENT SKILLS

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

PROFESSIONAL WORK HISTORY

Southwestern Community Services [Keene/Claremont, NH] ***8/2021- Current***

Assistant Director of Energy and Employment Programs

Help assist current Director with overseeing all daily operations for Fuel Assistance, Electric Assistance, Neighbor Helping Neighbor, Senior Energy Assistance and Assurance 16.

Great Clips Salon [Keene, NH] ***10/2014- 8/2021***

Salon Manager

Maintained all salon operations. Provided high end guest experience by providing a customer-oriented atmosphere through extensive staff customer service training. Fulfilled a broad range of HR functions, including recruiting, onboarding, evaluations, staff training, administering benefits, overseeing disciplinary action and managing salon personnel. Maintained staff scheduling, supply ordering, salon presentation/marketing and attended community events.

C and S Wholesale Grocers [Keene, NH] ***10/2006- 5/2011***

Accounts Receivable Analyst

Development and application of all EFT Customers

EDUCATION

Keene Beauty Academy Park Ave- Keene, NH Graduated February 2013

NH Cosmetology Licensure

SCS SEAS

Key Personnel 2022-2023

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Beth Daniels	Executive Director	$100,000	0%	0
Terra Rogers	Director of Energy & Employment Programs	$57,200	0%	0
Sheri Saraceni	Assistant Director of Energy Services	$41,600	0%	0