DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

0 JUN13'23 PM 2:44 RCV

mac

19

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF ECONOMIC STABILITY

Lori A. Weaver
Interim Commissioner

Karen E. Hebert
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 8, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic Stability, to enter into a **Sole Source** contract with Southern New Hampshire Services, Inc. (VC# 177198), Manchester, NH, in the amount of $1,300,000 to assist families in securing high quality early childhood and school age child care for their children by providing a centralized network of services for families in need of child care services, with the option to renew for up to two (2) additional years, effective July 1, 2023, or upon Governor and Council approval, whichever is later, through September 30, 2024. 100% Federal Funds.

Funds are anticipated to be available in State Fiscal Years 2024 and 2025, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-42-421110-29780000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, CHILD DEVELOPMENT, CHILD CARE DVLP-QUALITY ASSURE

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	074-500585	Community Grants	42117709	$960,000
2025	074-500585	Community Grants	42117709	$340,000
			Total	**$1,300,000**

EXPLANATION

This request is **Sole Source** because the Contractor holds the affiliate/branding agreement with the nationally recognized Child Care Aware of America. As such, Child Care Aware of New Hampshire has access to extensive support services for the state to provide resources and referral services, staff training, family outreach supports, child care provider professional development, and extensive data and research activities from the national level. The affiliation links the New Hampshire child care community, and particularly families seeking child care, with a nationally recognized and reliable organization. There is not another organization in the state that can meet the outcomes and deliverables in the state. Furthermore, the Contractor holds the licensing and management contracts for the Teacher Education and Compensation Helps (T.E.A.C.H.) and Department of Labor (DOL) Apprenticeship programs, which are essential parts of the plan to increase the child care workforce.

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

The purpose of this request is to assist families in gaining access to high quality early childhood and school age child care for their children by providing a centralized network of services for families in need of child care services; referring families to community supports, as needed; and assisting child care programs to improve program quality by providing comprehensive training, technical assistance services and accesses to resources in the state's web-based New Hampshire Connections Information System.

Approximately 2,700 families will be served by accessing child care resource and referral services, approximately 3,000 child care providers will receive training, and approximately 850 child care providers will be served through training and technical assistance during Calendar Years 2024 and 2025.

The Contractor will provide the following services: manage the T.E.A.C.H. program; manage the DOL Apprenticeship program; provide statewide child care resource and referral services and training and technical assistance; support providers with credentialing and program professionalism through Quality Recognition Improvement System designations, Pyramid Model and School Readiness; certify assessors and coaches for the Granite Steps for Quality System; provide a liaison to each of the seven (7) regional early childhood/and school age networks that have local connections; support providers in completing ongoing surveys and reports; and support providers with establishing, accessing, and updating their professional profile as required by the federal Administration for Children and Families, Office of Child Care.

The Department will monitor services by:

- The increased number of families provided resource and referral services.
- The increased number of child care providers awarded a Granite Steps for Quality (GSQ) step and those with new and renewed Credentials.
- Child care provider workforce reporting measurable and effective impacts based on trainings and technical assistance.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Subsection 1.2., of the attached agreement, the parties have the option to extend the agreement for up two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Should the Governor and Council not authorize this request, child care resource and referral services may not be available to families and child care programs, which could result in a deficient network of child care services, information, access and support for families and providers. Child care providers would also be without necessary training, technical assistance and access to important child development resources, and for their credentialing and professional development. Without these services, the Department will be out of compliance with the Child Care and Development Fund Federal Plan and additional requirements of the Child Care and Development Block Grant Act.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #93.575 FAIN #2301NHCCDD.

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

Respectfully submitted,

for:

Lori A. Weaver
Interim Commissioner

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

Subject: Resource and Referral for NH Child Care Facilities (SS-2024-DES-03-CHILD-01)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Southern New Hampshire Services Inc.		1.4 Contractor Address 40 Pine St. Manchester, NH 03103	
1.5 Contractor Phone Number 603-668-8010	1.6 Account Number 05-95-42-421110-29780000	1.7 Completion Date 9/30/2024	1.8 Price Limitation $1,300,000
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Donnalee Lozeau DB938F81F0614G1...	Date: 6/9/2023	1.12 Name and Title of Contractor Signatory Donnalee Lozeau Chief Executive Officer	
1.13 State Agency Signature DocuSigned by: Karen Hebert 028C0CEB1B1A410...	Date: 6/9/2023	1.14 Name and Title of State Agency Signatory Karen Hebert Division Director	
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: Robyn Guarino DocuSigned by: Robyn Guarino 74873424941A00...		On: 6/9/2023	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS DL
Date 6/9/2023

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.

DS

Contractor Initials DL

Date 6/9/2023

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 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 Initials DL

Date 6/9/2023

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.

DS

Contractor Initials DL

Date 6/9/2023

New Hampshire Department of Health and Human Services
Resource and Referral for NH Child Care Facilities

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

   1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

   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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2023, or upon Governor and Council approval, whichever is later.

   1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

   3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

   1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

   12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

Scope of Services

1. Statement of Work

1.1. The Contractor must provide statewide services to licensed and license-exempt child care providers (CCPs) as identified in 1.2., to build capacity, improve quality and increase access to child care. Services include but are not limited to:

1.1.1. Child Care Resource and Referral Services.

1.1.2. Training and Technical Assistance.

1.2. For the purpose of this Agreement, all references to licensed and license-exempt child care providers mean:

1.2.1. A licensed center-based or home-based child care program as defined by New Hampshire Administrative Rule He-C 4002, Child Care Licensing Rules, that serves children in any age group from six (6) weeks through twelve (12) years of age; or

1.2.2. Are license-exempt in accordance with New Hampshire Revised Statutes Annotated (RSA) 170-E:3, I (a), (c), (f), (g), and (h).

1.3. For the purposes of this Agreement, all references to days means business days, excluding state and federal holidays, including offering meetings and referrals during non-traditional business hours, to include one (1) night, per week, and one (1) Saturday per month.

1.4. The Contractor must ensure services are available statewide; twelve-(12) months a year, with no break in service.

Child Care Resource and Referral Services

1.5. The Contractor must provide a network of child care resource and referral (CCR&R) services to assist individuals and families seeking to secure licensed and license-exempt child care (including summer camps with a child care component and Head Start and Early Start programs) for children from birth through fifth (5) grade. CCR&R services include but are not limited to:

1.5.1. Supporting families and employers in accessing services online through NH Connections: www.nh-connections.org.

1.5.2. Supporting families in enrolling in the "Family Communication Network" through NH Connections: www.nh-connections.org.

1.5.3. Responding to inquires by email, telephone and in-person.

1.5.4. Providing virtual or in-person meetings and referrals with families seeking or in need of child care.

1.5.5. Providing virtual or in-person meetings and referrals with businesses, employers, human resource departments and community leaders to support child care needs.

1.5.6. Providing an "Introduction to CCR&R Services" at New Hampshire Employment Program (NHEP) orientations, Family Resource Center

workshops and at the locations as requested by the Department, during traditional and non-traditional business hours.

1.5.7. Providing services and resources to public, private and governmental organizations seeking support for employees, clients, patients and stakeholders.

1.6. Contractor must ensure CCR&R services are provided statewide, specifically by region, in accordance with regions as identified in Exhibit B-1 – Child Care Access & Regional Systems Coordination.

1.6.1. Region 1 – (Greater Monadnock, Greater Sullivan & Upper County): Monadnock United Way.

1.6.2. Region 2 – (Capital Area): Granite United Way (for the Capital region).

1.6.3. Region 3 – (Greater Nashua): United Way of Greater Nashua.

1.6.4. Region 4 – (Greater Derry & Manchester): Amoskeag Health.

1.6.5. Region 5 – (Central NH, Lakes): Granite United Way (for Central NH/Lakes region).

1.6.6. Region 6 – (Strafford County & Seacoast): Granite United Way/United Way of the Greater Seacoast.

1.6.7. Region 7 – (North Country & Carroll County): Children Unlimited.

1.7. The Contractor must provide a designated staff person known as a Regional Area Representative for each region. The Regional Area Representatives must reside or travel to the designated region on a bi-weekly basis (Contractor is not required to have an office in each region and Regional Area Representatives may be assigned to more than one (1) region).

1.8. The Contractor must provide a central office with a designated statewide Resource and Referral Manager(s) to supervise and support the Regional Area Representatives and ensure consistent and uninterrupted, year-round [twelve-(12) months a year] resource and referral services in all regions.

1.9. The Contractor must provide one (1) Employer Liaison to support Regional Area Representatives and connect with business leaders, business associations, state sponsored work groups and task forces, and other activities as determined by the Department.

1.10. The Contractor must ensure services, specific to each region, including but not limited to:

1.10.1. A monthly meeting with the Early Childhood Regional Lead as described in section 1.6.

1.10.2. A minimum of two (2) in-person site visits to all CCPs in the designated region described in section 1.6 monthly.

1.10.3. Participation in a minimum of one (1) monthly regional activity, meeting and/or event impacting child care and Head Start and families.

1.10.4. Conducting regionally specific marketing and outreach to families, employers and CCPs, including live informational presentations as requested. Presentation locations include DHHS District Offices, identified at Locations & Facilities | New Hampshire Department of Health and Human Services (nh.gov) and at Family Resource Centers, identified at Family Support NH - Home (fsnh.org), and other agreed-upon locations.

1.10.5. Developing and maintaining a working relationship with New Hampshire Employment Program (NHEP) and Department staff in each District Office.

1.10.6. Maintaining comprehensive knowledge of the regions including, but not limited to:

1.10.6.1. Current child care supply and capacity.

1.10.6.2. Current child care staffing levels.

1.10.6.3. Unmet child care needs.

1.10.6.4. Socio-economics of the region.

1.10.6.5. Housing supply and need.

1.10.6.6. Major employers.

1.10.6.7. Language, ethnic and culture diversity.

1.10.6.8. Family and community support services, agencies and non-profits to maximize child care resource services.

1.10.6.9. McKinney-Vento Liaison: Education for Homeless Children and Youth Program | Department of Education (nh.gov).

1.10.6.10. Major challenges, strengths and weaknesses.

1.10.6.11. Employment by sector.

1.10.6.12. Legislative representation, city and town officials.

1.10.6.13. School district structure and leadership.

1.10.6.14. Local ordinances as they relate to child care.

1.11. The Contractor must ensure all staff are familiar with and can explain how families access the NH Child Care Scholarship Program: Child Care Scholarship - Child Care Aware of NH (nh-connections.org) and other related assistance programs: NH EASY - Gateway to Services.

1.12. The Contractor must ensure Department-provided marketing materials, informational videos, websites, District Offices, and Family Resource Center addresses are provided to families.

1.13. The Contractor must ensure that services provided to families and CCPs are culturally competent and responsive and include:

1.13.1. Ensuring all staff are trained in cultural competence.

1.13.2. Providing translation and interpretation services, in accordance to the selected Vendors Culturally and Linguistically Appropriate Services (CLAS) Requirements.

1.13.3. Providing video remote option(s) for American Sign Language.

1.13.4. Possessing knowledge and have an understanding of the cultural variations across the state to individualize services when necessary to meet the needs of each region (see Exhibit B-1 – Child Care Access & Regional Systems Coordination).

1.14. The Contractor must provide, promote and market culturally responsive CCR&R services statewide, regionally and locally to families, providers, businesses and community members in accordance with the Statement of Work and Department-approved marketing guidelines. Marketing materials include but are not limited to:

1.14.1. Brochures.

1.14.2. Flyers.

1.14.3. Display posters.

1.14.4. Promotional merchandise.

1.14.5. Other marketing tools and material as requested and approved by the Department.

1.15. The Contractor must disseminate regional marketing materials and information, to promote public awareness, through various means such as:

1.15.1. Local hospitals, including prenatal classes.

1.15.2. Pediatrician, obstetric and general practitioner offices.

1.15.3. Early intervention programs.

1.15.4. Churches.

1.15.5. Local retailers and businesses.

1.15.6. Realtors.

1.15.7. Libraries.

1.15.8. Grocery stores.

1.15.9. Restaurants.

1.15.10. DHHS district offices.

1.15.11. NHEP offices and partner meetings.

1.15.12. Health clubs.

1.15.13. Malls.

1.15.14. Community boards.

1.15.15. School districts and local community colleges.

1.15.16. Through community events.

1.15.17. Family resource centers.

1.15.18. Community action agencies, (including Head Start).

1.15.19. Women, Infants and Children's program (WIC).

1.15.20. 211 NH.

1.15.21. Fuel assistance offices.

1.15.22. Child health support services and workplace success programs.

1.16. The Contractor must work with the Department's marketing contractor to ensure marketing aligns with the Department's branding and marketing guidelines.

1.17. The Contractor must provide current information regarding CCR&R services to the Department's marketing contractor for publishing on New Hampshire Connections: www.nh-connections.org.

1.18. The Contractor may, in accordance with this contract, the Department's guidelines and with Department approval, maintain their own social media accounts to promote resource and referral services.

1.19. The Contractor must provide statewide CCR&R service to families that may or may not be receiving assistance or services from the New Hampshire Employment Program (NHEP) or the Department.

1.20. The Contractor must, as applicable, make connections with McKinney-Vento Liaisons, to identify children who may not be school age, but require child care services, as well as school age children who are in need of before/after school care. Connections may be made through the Director of the Office of Homeless Education at the NH Department of Education, and will minimally include information about Child Care Resource and Referral and the services they provide. Tracking of all activity is required.

1.21. The Contractor must follow up with clients within thirty (30) days after an initial referral is received, using one (1) or more of the methods below which include, but are not limited to:

1.21.1. Telephone contact.

1.21.2. A satisfaction and outcome survey via:

1.21.2.1. Survey Monkey or similar tool(s).

1.21.2.2. New Hampshire Connections Information System: www.nh-connections.org (NHCIS).

1.21.2.3. Hard copy, via email or USPS.

1.22. The Contractor must enter all information concerning follow-up attempts and completed surveys into NHCIS and provide quarterly reports to the Department.

1.23. The Contractor must maintain current relationships and collaborations with other agencies and organizations to maximize child care resource services.

1.24. The Contractor must ensure that data collection and reports are accurate and consistent statewide.

1.25. The Contractor must coordinate efforts with the Department to maintain the CCR&R functions in NHCIS, including but not limited to:

1.25.1. Assisting CCPs in populating and updating program specific data and CCP staff demographics in the professional registry.

1.25.2. Conducting a bi-annual update survey of all CCP program information.

1.25.3. Requesting changes and deletion of records.

1.25.4. Documenting all CCR&R activities.

1.25.5. Providing technical assistance to stakeholders (CCPs and families), by making available:

1.25.5.1. On-line training modules.

1.25.5.2. Written instructions.

1.25.5.3. Frequently Asked Questions.

1.25.5.4. One-on-one assistance.

Training and Technical Assistance

1.26. The Contractor must provide a training and technical assistance program coordinator(s) to administer the training and technical assistance activities and must supervise any individuals providing training and technical assistance..

1.27. The Contractor must identify individuals to work with the Department and support CCPs, that have subject matter knowledge in the following areas:

1.27.1. Credentialing.

1.27.2. Granite Steps for Quality.

1.27.3. Have an understanding of how Pyramid Model applies to early childhood programs: The National Center for Pyramid Model Innovations - Child Care Aware of NH % (nh-connections.org).

1.27.4. Cultural competency.

1.27.5. Family child care.

1.27.6. Child care management.

1.27.7. Be familiar with child care licensing rules and background check process.

1.27.8. Be familiar with the challenges and available state initiatives regarding workforce development.

1.27.9. Marketing and outreach.

1.27.10. NHCIS: NHCIS Login Page - Child Care Aware of NH (nh-connections.org).

1.27.11. Developmentally appropriate practice.

1.28. The Contractor must provide training and technical assistance to licensed; and potential and current license-exempt providers as requested or required by the Department.

1.29. The Contractor must market and facilitate training opportunities to ensure child care program staff, statewide, will have the opportunity to help meet Child Care Licensing and Federal Office of Child Care training requirements.

1.30. The Contractor must provide training and technical assistance to the CCP utilizing the methodology identified below:

1.30.1. Technical assistance requests by having an information gathering process, scheduling support through phone, email or online meetings, tracking and reporting technical assistance activities with families and CCPs through NHCIS.

1.30.2. Management of training opportunities by having an information gathering and registration process, and posting opportunities through NHCIS, tracking and reporting all participation and pre and post training evaluation outcomes in NHCIS.

1.30.3. Utilizing the Online Training Calendar via Technical Assistance Management, provides CCR&R with the ability to create local, regional and statewide training calendars and allow training participants to register online for these training opportunities.

1.30.4. Technical Assistance Management is the module used to manage, track and report on technical assistance provided to child care programs.

1.30.5. Training Registry will track the demographics, education, employment background and training history of child care providers and cross sector professionals and will also identity and record their advancement in the field.

1.31. The Contractor must provide Child Care Basics Trainings, or comparable foundational level trainings, in modalities that may include, but not be limited to, online modules.

1.32. The Contractor must offer other workshops on a statewide level, which must include health and safety training in addition to the health and safety trainings available on ProSolutions: https://www.nh-connections.org/providers/health-and-safety-trainings/.

1.33. The Contractor must provide training on business best practices for child care programs and technical assistance in applying best practices: https://www.childcareaware.org/providers/opening-running-child-care-center/operating-child-care-center-program-practices/.

1.34. The Contractor must provide technical assistance to child care programs to support implementation of the Strengthening Families: https://strengtheningfamiliesprogram.org/ approach.

1.35. The Contractor must provide technical assistance to support development of a written emergency preparedness plan based on the Incident Command System, and in completing a written Continuity of Operations Plan (COOP): https://www.nh-connections.org/providers/continuity-of-operations-plan-coop/.

1.36. The Contractor must provide training on how to create individualized professional development plans designed to increase teacher competency and retention.

1.37. The Contractor must provide training on how to implement the NH Early Learning Standards: The NH Early Learning Standards - Child Care Aware of NH % (nh-connections.org).

1.38. The Contractor must provide a monthly orientation on enrolling and/or renewing as a New Hampshire Child Care Scholarship Provider. Orientation includes but is not limited to:

1.38.1. Application process.

1.38.2. Agreements.

1.38.3. Health and safety requirements.

1.38.4. Background checks.

1.38.5. Monitoring requirements.

1.38.6. Web-billing.

1.38.7. Programming.

1.38.8. Marketing.

1.38.9. Transitioning as a license-exempt provider to a licensed provider.

1.39. The Contractor must provide training and technical assistance on how to write child care program policies. These policies may include, but are not limited to, inclusion policies and health and safety policies.

1.40. The Contractor must support child care programs with the implementation of the Pyramid Model, including but not limited to providing trainings and coaching with guidance from the Department.

1.41. The Contractor must provide technical assistance to providers to expand program capacity, with an emphasis on unmet child care needs statewide, including, but not limited to:

1.41.1. Infants and toddlers.

1.41.2. Children with special-care needs.

1.41.3. Children needing care during non-traditional hours.

1.42. The Contract must assist providers and staff create and update annual workforce records in the New Hampshire Professional Registry module within NHCIS.

1.43. The Contractor must provide training and technical assistance to CCPs with meeting the requirements and applying for New Hampshire Early Childhood Professional Credentials: https://www.nh-connections.org/providers/credentialing/.

1.44. The Contractor must provide technical assistance to CCPs to assist them in understanding the requirements of and completing the application for GSQ.

1.45. The Contractor must create, in conjunction and in collaboration with the Department, GSQ readiness materials and training and technical assistance content.

1.46. The Contractor must work with the Department to establish CCP GSQ cohorts and mentor CCPs through the GSQ readiness process.

1.47. The Contractor must provide GSQ training and technical assistance as requested, required and defined by the Department.

1.48. The Contractor must provide a Teacher Education And Compensation Helps (T.E.A.C.H.) counselor and must create, promote and market the T.E.A.C.H. NH Early Childhood Scholarship Program, which will focus on the need for a well-qualified, fairly compensated and stable workforce.

1.49. The Contractor must prioritize T.E.A.C.H. NH T.E.A.C.H. Early Childhood® NH - Child Care Aware of NH (nh-connections.org), for early childhood programs and teachers who care for and teach infants and/or toddlers.

1.50. The Contractor must develop an infrastructure which includes, but is not limited to:

1.50.1. Creating and implementing outreach and marketing resources to all early childhood programs, including center-based and family child care, with a focus on infant/toddler programs and infant/toddler professionals, in order to promote T.E.A.C.H. NH.

1.50.2. Creating and establishing a T.E.A.C.H. NH Advisory Committee under the guidance and expertise of the National Center to include NH early childhood stakeholders.

1.50.3. Providing scholarships and stipends to T.E.A.C.H. NH recipients.

1.50.4. Providing support and mentoring for T.E.A.C.H. NH recipients in their efforts to obtain a Child Development Associate credential (CDA), Child Development Associate Credential - Child Care Aware of NH (nh-connections.org), leading to an Associate's Degree, or an Associate's Degree in Early Childhood Education.

1.50.5. Providing support and mentoring for T.E.A.C.H. NH sponsors (participating NH Early Childhood/Child Care Programs).

1.50.6. Establishing and maintaining relationships between the T.E.A.C.H. NH program staff and the T.E.A.C.H. National Center in order to adhere to and embrace the T.E.A.C.H. core values and principles.

1.50.7. Providing the T.E.A.C.H. NH staff with the necessary resources and supports to assist in the facilitation of this project as outlined by the National Center to include specific technology, integration, professional development and technical assistance.

1.50.8. Creating and establishing a streamlined service delivery system that promotes efficiencies and maximizes resources within all the Child Care Resource and Referral (CCR&R) activities, which include, but are not limited to:

1.50.8.1. Sharing the CCR&R email distribution list.

1.50.8.2. Promoting T.E.A.C.H. NH opportunities at CCR&R meetings and trainings.

1.50.8.3. Marketing the T.E.A.C.H. NH Program at early childhood stakeholder meetings and events.

1.51. The Contractor must provide scholarships, stipends, support and mentoring to a minimum of twenty-five (25) T.E.A.C.H. NH recipients annually, with priority being given to individuals working in infant and or toddler classrooms in early care/child care programs.

1.52. The Contractor must provide a United States Department of Labor (DOL) Apprenticeship: ECAP-2-8-21.pdf (nh-connections.org), program coordinator and must administer the DOL Apprenticeship Program – Early Childhood Education and Teaching Preschool Teacher (COP Code13.1210) pursuant to the criteria and timeline established by the NH Early Childhood Impact Project/Career Pathways Strategy Group.

1.52.1. Southern New Hampshire Services and the United States Department of Labor Early Childhood Apprenticeship Program (ECAP) is a training opportunity for individuals employed in the early childhood field and is designed to combine classroom instruction and work experience to enhance the quality of care for children while increasing the apprentice's skill level and wages. The goal of ECAP is for individuals to obtain the credential required to work as a teacher in a state licensed child care center, increasing the supply of skilled professionals and the delivery of high quality early education. This ECAP will be coordinated and administered by the Contractor.

1.53. The Contractor must recruit a minimum of five (5) apprentices for the DOL Apprenticeship Program.

1.54. The Contractor must ensure DOL enrollment priority is given to individuals committed to working with infants and/or toddlers in early care/child care programs.

1.55. The Contractor must provide a specific marketing plan, in conjunction with the Department, to promote awareness of CCR&R professional development activities for child care programs and providers. The marketing plan must include but is not limited to:

1.55.1. Year round promotion of available training opportunities.

1.55.2. An annual training calendar.

1.55.3. Use of Constant Contact and a similar tools to promote training and technical assistance opportunities.

1.56. The Contractor must provide technical assistance specialists that meet the specific qualifications described in the New Hampshire Early Childhood Professional Development System for Mentor, Program Consultant or Allied Professional at the Master Professional level. These qualifications may be waived, on a case-by-case basis, by the Department.

1.57. The Contractor must provide training specialists who meet the specific qualifications described in the New Hampshire Early Childhood Professional Development System for Workshop Trainer, Faculty or Allied Professional in the Master Professional level. These qualifications may be waived, on a case-by-case basis, by the Department.

1.58. The Contractor must conduct post disaster assessments of child care programs, as identified in the State Child Care Emergency Plan, if requested by the Department.

1.59. The Contractor must appropriate a minimum of ten percent (10%) of the contract funds for infant and toddler activities.

1.60. The Contractor must participate in:

1.60.1. Pyramid Model State Leadership Team: The National Center for Pyramid Model Innovations - Child Care Aware of NH (nh-connections.org).

1.60.2. GSQ.

1.60.3. Out-of-School Time & Early Childhood Education Credential revision: Credentialing - Child Care Aware of NH (nh-connections.org).

1.60.4. NH Early Learning Standards Revision Committee: The NH Early Learning Standards - Child Care Aware of NH % (nh-connections.org).

1.61. The Contractor must provide funding for the Annual Celebration for Early Childhood Professionals; and collaborate with the Department on the planning and implementation of the event.

1.62. The Contractor shall ensure staff participate in training as specified by the Department.

1.63. The Contractor shall participate in meetings with the Department on a quarterly basis, or as otherwise requested by the Department.

1.64. Reporting

1.64.1. The Contractor must submit an Annual Performance Report to the Department no later than July 15, 2024.

1.64.2. The Contractor must maintain detailed supporting documentation for the required Annual Performance Reports, which must be available to the Department for review upon request and must be retained for up to seven (7) years of the contract completion date.

1.64.3. The Contractor may be required to provide other reports, data and metrics, not collected and stored in NHCIS, to the Department in a format and on a date specified by the Department.

1.65. Performance Measures

1.65.1. The Department will apply the following measures to assist in monitoring the Contractor's performance by demonstrating:

1.65.1.1. A twenty-five percent (25%) increase in the number of families provided resource and referral services based on NHCIS data as of contract effective date.

1.65.1.2. A twenty-five percent (25%) increase in CCP awarded a GSQ step, based on the number of Department awards as of contract effective date.

1.65.1.3. A twenty-five percent (25%) increase in new Credentials, based on the number of Department awards as of contract effective date.

1.65.1.4. A thirty-five percent (35%) increase in renewed Credentials, based on the number of Department awards as of contract effective date.

1.65.1.5. A fifty percent (50%) of CCP workforce participate in one (1) or more training opportunities annually, based on NHCIS data as of contract effective date.

1.65.1.6. A sixty percent (60%) of CCP utilizing technical assistance report a measurable effective impact based on satisfaction survey.

1.65.1.7. A sixty percent (60%) of workforce participating in trainings, report a measurable effective impact based on satisfaction survey.

1.66. Background Checks

1.66.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

1.66.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement and

1.66.1.2. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

1.67. Privacy Impact Assessment

1.67.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

1.67.1.1. How PII is gathered and stored;

1.67.1.2. Who will have access to PII;

1.67.1.3. How PII will be used in the system;

1.67.1.4. How individual consent will be achieved and revoked; and

1.67.1.5. Privacy practices.

1.67.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

1.68. Department Owned Devices, Systems and Network Usage

1.68.1. If Contractor End Users are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfilment of this Agreement, the Contractor must:

1.68.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required.

1.68.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time must they access or attempt to access information without having the express authority of the Department to do so.

1.68.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access.

1.68.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department.

1.68.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee.

1.68.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee.

1.68.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."

1.68.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

1.68.1.9. Agree when utilizing the Department's email system:

1.68.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov."

1.68.1.9.2. To include in the signature lines information identifying the End User as a non-Department workforce member.

1.68.1.9.3. To ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender

immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."

1.68.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

1.68.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.

1.68.1.11. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Contract and annually throughout the Contract term.

1.68.1.12. Agree End User's will only access the Department' intranet to view the Department's Policies and Procedures and Information Security webpages.

1.68.1.13. Agree, if any End User is found to be in violation of any of the above-Department terms and conditions of the Contract, said End User may face removal from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.68.1.14. Agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

1.68.2. Workspace Requirement

1.68.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

1.69. Contract End-of-Life Transition Services

1.69.1. General Requirements

1.69.1.1. If applicable, upon termination or expiration of the Contract the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the Department and, if applicable, the Contractor engaged by the Department to assume the Services previously performed by the Contractor for this section the new Contractor must be known as "Recipient"). Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the

new Recipient to develop a Data Transition Plan (DTP). The Department must provide the DTP template to the Contractor.

1.69.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

1.69.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.

1.69.1.4. The internal planning of the Transition Services by the Contractor and its End Users must be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services must be deemed to be Services for purposes of this Contract.

1.69.1.5. Should the data Transition extend beyond the end of the Contract, the Contractor agrees that the Contract Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

1.69.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of Exhibit K: DHHS Information Security Requirements.

1.69.2. Completion of Transition Services

1.69.2.1. Each service or Transition phase must be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

1.69.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of Exhibit K: DHHS Information Security Requirements.

1.69.3. Disagreement over Transition Services Results

1.69.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department must notify the Contractor, by email, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties must discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department must be entitled to initiate actions in accordance with the Contract.

1.70. Website and Social Media

1.70.1. The Contractor must work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all Department and NH DoIT website and social media requirements and policies.

1.70.2. The Contractor agrees Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PII, or other Confidential Information is subject to Exhibit K: Department Information Security Requirements and Exhibit I: DHHS Business Associate Agreement and all applicable Department and federal law, rules, and agreements. Unless specifically required by the Contract and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.

1.70.3. State of New Hampshire's Website Copyright

1.70.3.1. All right, title and interest in the State WWW site, including copyright to all Data and information, must remain with the State of New Hampshire. The State of New Hampshire must also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information must, where applicable, display the State of New Hampshire's copyright.

2. Exhibits Incorporated

2.1. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

2.2. The Contractor must manage all confidential data related to this Agreement in

accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.3. The Contractor must comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement to achieve compliance therewith.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

3.2.1. The Contractor must submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department must retain copyright ownership for any and all original materials produced, including but not limited to:

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

3.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

4.1. The Contractor must keep records that include, but are not limited to:

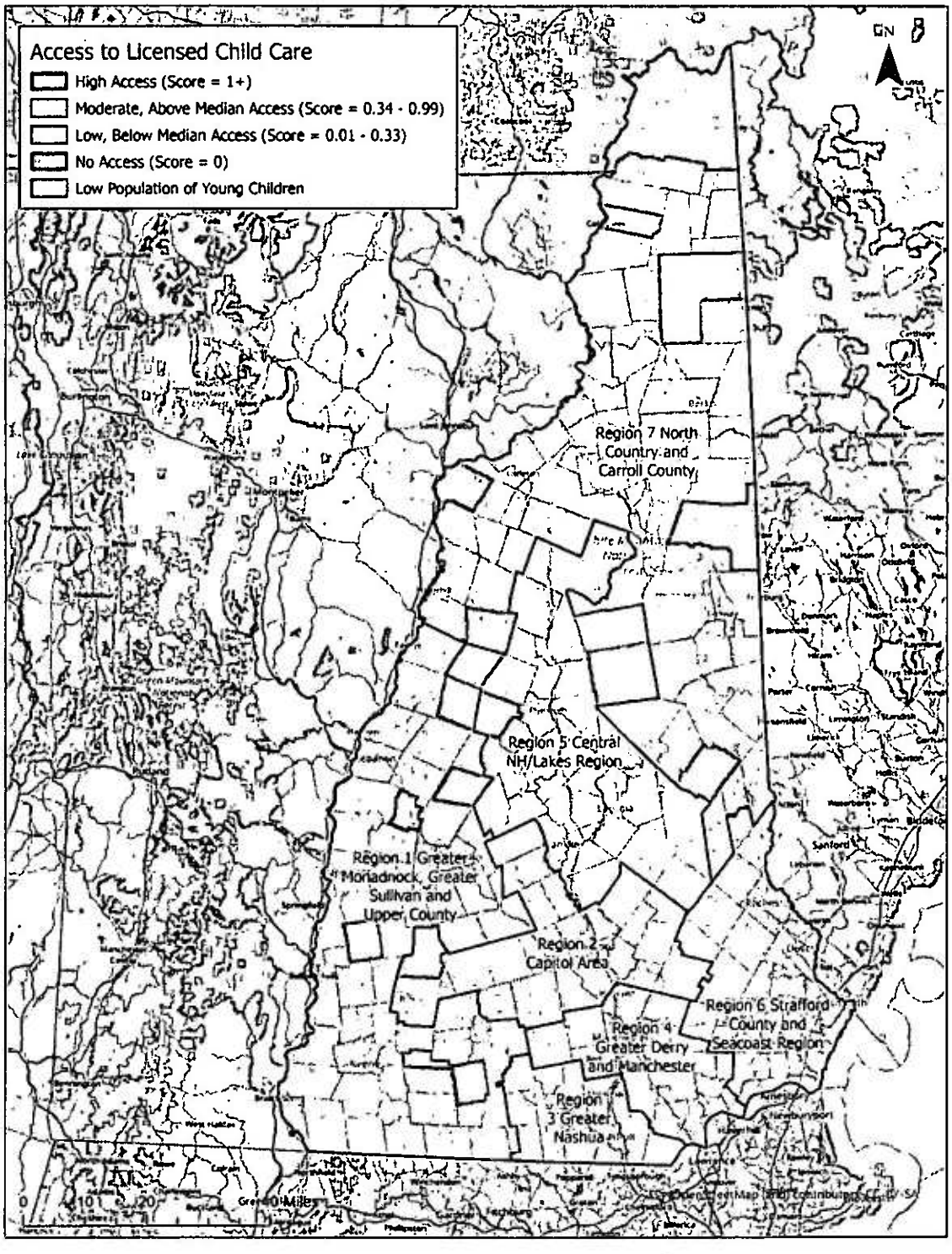
4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

Exhibit B-1 – Child Care Access & Regional Systems Coordination (SS-2024-DES-03-CHILD-01)



DS

6/9/2023

Payment Terms

1. This Agreement is funded by:
   1.1. 100% Federal funds, Child Care and Development Block Grant, as awarded on October 28, 2022, by the DHHS: Administration for Children and Families, CFDA 93.575, FAIN 2301NHCCDD.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR §200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget through Exhibit C-6, Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
   4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment for allowable costs incurred in the previous month.
   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.bcdhsinvoices@dhhs.nh.gov or mailed to:

      Financial Manager
      Department of Health and Human Services
      129 Pleasant Street
      Concord, NH 03301
5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

8.4. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the

Agreement to which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services

Contractor Name: *Southern New Hampshire Services*

Budget Request for: *SS-2024-DES-03-CHILD-01*
(Resource and Referral for NH Child Care)

Budget Period *July 1, 2023 through June 30, 2024 (SFY 24)*

Indirect Cost Rate (if applicable) 9.30%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$365,000
2. Fringe Benefits	$156,950
3. Consultants	$25,000
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$4,660
6. Travel	$12,000
7. Software	$2,000
8. (a) Other - Marketing/Communications	$17,500
8. (b) Other - Education and Training	$10,000
8. (c) Other - Other (specify below)	
Celebrations	$25,000
Occupancy	$27,000
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$645,110
Total Indirect Costs	$54,890
TOTAL	**$700,000**

Contractor Initials DS DL

Date 6/9/2023

New Hampshire Department of Health and Human Services

Contractor Name: *Southern New Hampshire Services*

Budget Request for: *SS-2024-DES-03-CHILD-01 (DOL Apprenticeship)*

Budget Period *July 1, 2023 through June 30, 2024 (SFY 24)*

Indirect Cost Rate (if applicable) 9.30%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$32,681
2. Fringe Benefits	$17,529
3. Consultants	$0
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$1,085
6. Travel	$0
7. Software	$500
8. (a) Other - Marketing/Communications	$500
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Mentor Stipends	$3,000
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$55,295
Total Indirect Costs	$4,705
TOTAL	**$60,000**

Contractor Initials DS DL

Date 6/9/2023

New Hampshire Department of Health and Human Services

Contractor Name: *Southern New Hampshire Services*

Budget Request for: *SS-2024-DES-03-CHILD-01 (TEACH NH)*

Budget Period *July 1, 2023 through June 30, 2024 (SFY 24)*

Indirect Cost Rate (if applicable) 9.30%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$47,011
2. Fringe Benefits	$24,010
3. Consultants	$0
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$796
6. Travel	$1,000
7. Software	$0
8. (a) Other - Marketing/Communications	$1,500
8. (b) Other - Education and Training	$1,000
8. (c) Other - Other (specify below)	
Licensing/Consultation Fees	$1,000
Scholarship/Supports	$108,000
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$184,317
Total Indirect Costs	$15,683
TOTAL	**$200,000**

Contractor Initials DS DL

Date 6/9/2023

New Hampshire Department of Health and Human Services

Contractor Name: *Southern New Hampshire Services*

Budget Request for: *SS-2024-DES-03-CHILD-01*
(Resource and Referral for NH Child Care)

Budget Period *July 1, 2024 through September 30, 2024 (SFY 25)*

Indirect Cost Rate (if applicable) 9.30%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$150,000
2. Fringe Benefits	$64,500
3. Consultants	$11,000
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	$0
5.(a) Supplies - Educational	$1,000
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$2,000
6. Travel	$2,936
7. Software	$1,000
8. (a) Other - Marketing/Communications	$4,000
8. (b) Other - Education and Training	$10,000
8. (c) Other - Other (specify below)	
Occupancy	$7,000
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$253,436
Total Indirect Costs	$21,564
TOTAL	**$275,000**

Contractor Initials DS DL

Date 6/9/2023

New Hampshire Department of Health and Human Services

Contractor Name: *Southern New Hampshire Services*

Budget Request for: *SS-2024-DES-03-CHILD-01 (DOL Apprenticeship)*

Budget Period *July 1, 2024 through September 30, 2024 (SFY 25)*

Indirect Cost Rate (if applicable) 9.30%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$7,500
2. Fringe Benefits	$4,000
3. Consultants	$0
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$324
6. Travel	$0
7. Software	$500
8. (a) Other - Marketing/Communications	$500
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Mentor Stipends	$1,000
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$13,824
Total Indirect Costs	$1,176
TOTAL	**$15,000**

Contractor Initials DS DL

Date 6/9/2023

New Hampshire Department of Health and Human Services

Contractor Name: *Southern New Hampshire Services*

Budget Request for: *SS-2024-DES-03-CHILD-01 (TEACH NH)*

Budget Period *July 1, 2024 through September 30, 2024 (SFY 25)*

Indirect Cost Rate (if applicable) 9.30%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$11,753
2. Fringe Benefits	$6,003
3. Consultants	$0
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$500
6. Travel	$500
7. Software	$0
8. (a) Other - Marketing/Communications	$500
8. (b) Other - Education and Training	$750
8. (c) Other - Other (specify below)	
Licensing/Consultations	$500
Scholarships/Supports	$25,574
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$46,079
Total Indirect Costs	$3,921
TOTAL	**$50,000**

Contractor Initials DS DL

Date 6/9/2023

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor 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:

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

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:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
      1.2.1. The dangers of drug abuse in the workplace;
      1.2.2. The grantee's policy of maintaining a drug-free workplace;
      1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
      1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. 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);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
      1.4.1. Abide by the terms of the statement; and
      1.4.2. 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;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 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;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. 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

1.6.2. 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;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. 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.

Vendor Name: Southern NH Services, Inc

DocuSigned by:
Donnalee Lozeau
B8330F01F8414C1...

6/9/2023
Date

Name: Donnalee Lozeau
Title: Chief Executive Officer

DS
Vendor Initials DL
Date 6/9/2023

CERTIFICATION REGARDING LOBBYING

The Vendor 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:

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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.

Vendor Name: Southern NH Services, Inc

6/9/2023
Date

DocuSigned by:
Donnalee Lozeau
D0B365B1F0B3407...
Name: Donnalee Lozeau
Title: Chief Executive Officer

DS
DL
Vendor Initials
6/9/2023
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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:

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

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

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

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

Contractor Initials DS DL
Date 6/9/2023

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, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

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

12. 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).

LOWER TIER COVERED TRANSACTIONS

13. 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:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. 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).

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

Contractor Name: Southern NH Services, Inc

6/9/2023
Date

DocuSigned by:
Donnalee Lozeau
DD836E51F0814C1...
Name: Donnalee Lozeau
Title: Chief Executive Officer

DS
DL
Contractor Initials

6/9/2023
Date

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

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:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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.

DS

Contractor Initials DL

Date 6/9/2023

New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Southern NH Services, Inc

6/9/2023
Date

DocuSigned by:
Donnalee Lozeau
Name: DonnaLee Lozeau
Title: Chief Executive Officer

New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly 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, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Southern NH Services, Inc

6/9/2023
Date

DocuSigned by:
Donnalee Lozeau
DC930F01FC014C...
Name: DonnaLee Lozeau
Title: Chief Executive Officer

DS
DL
Contractor Initials
6/9/2023
Date

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Southern NH Services, Inc
The State	Name of the Contractor
DocuSigned by: Karen Hebert 628C6CEB1B4A416...	DocuSigned by: Donnalee Lozeau DD93CF01F0814C1...
Signature of Authorized Representative	Signature of Authorized Representative
Karen Hebert	Donnalee Lozeau
Name of Authorized Representative	Name of Authorized Representative
Division Director	Chief Executive Officer
Title of Authorized Representative	Title of Authorized Representative
6/9/2023	6/9/2023
Date	Date

Contractor Initials DS DL

Date 6/9/2023

New Hampshire Department of Health and Human Services
Exhibit J

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Southern NH Services, Inc

6/9/2023
Date

DocuSigned by:
Donnalee Lozeau
Name: Donnalee Lozeau
Title: Chief Executive Officer

DS
DL
Contractor Initials
Date 6/9/2023

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 UEI (SAM.gov) number for your entity is: HLNJBCYDGVM3

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

   _____ NO X 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 X 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: _____

DS
DL

Contractor Initials _____

Date 6/9/2023

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

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 SOUTHERN NEW HAMPSHIRE SERVICES INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 28, 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: **65506**

Certificate Number: **0006209491**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of April A.D. 2023.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Orville Kerr, 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 Southern New Hampshire Services
(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 October 25, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

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

is duly authorized on behalf of Southern New Hampshire Services to enter into contracts or agreements with the State
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 was **valid thirty (30) days prior to and 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: 6/9/23

Signature of Elected Officer
Name: Orville Kerr
Title: SNHS Board Secretary

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/31/2023

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
FIAI/Cross Insurance
1100 Elm Street
Manchester NH 03101

CONTACT NAME: Dianne Soto
PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331
E-MAIL ADDRESS: manch.certs@crossagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Ins Co	18058
INSURER B: Midwest Employers Casualty Corp	23612
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Southern NH Services Inc.
P.O. Box 5040
Manchester NH 03108

COVERAGES **CERTIFICATE NUMBER:** 23-24 All lines SNHS **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK2535524	04/01/2023	04/01/2024	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 [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			PHPK2535522	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB857270	04/01/2023	04/01/2024	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HCHS20230000534 (3a.) NH	01/01/2023	01/01/2024	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liability			PHPK2535524	04/01/2023	04/01/2024	Limit Aggregate	$1,000,000 $ 2,000,000

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

Refer to policy for exclusionary endorsements and special provisions.

40 Pine St. Manchester NH 03103

CERTIFICATE HOLDER

NH DHHS
129 Pleasant Street
Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

SOUTHERN NEW HAMPSHIRE SERVICES

The Community Action Partnership for Hillsborough and Rockingham Counties

Helping People. Changing Lives.

MISSION STATEMENT

Southern New Hampshire Services, Inc. (SNHS) is a private non-profit corporation chartered in the State of New Hampshire, May 21, 1965 to serve as the Community Action Partnership for Hillsborough County in compliance with the Economic Opportunity Act of 1964. From 1965 through 1969, SNHS was known as the Community Action Agency for Hillsborough County and served the City of Nashua and the twenty-nine towns. In 1969 SNHS became the Community Action Partnership for the City of Manchester as well. In 1974 the agency's name was changed to Southern New Hampshire Services, Inc. In July 2011, Rockingham Community Action (RCA), the Community Action Agency serving Rockingham County, was merged with Southern New Hampshire Services. As a result of this merger, SNHS now provides services to residents of the 65 towns and 3 cities in Hillsborough and Rockingham Counties.

The Economic Opportunity Act of 1964 and subsequent federal legislation establishing the Community Services Block Grant define our basic mission. Under these provisions the fundamental mission of SNHS is:

A. To provide a range of services and activities having a measurable and potentially major impact on causes of poverty in the community or those areas of the community where poverty is a particularly acute problem.

B. To provide activities designed to assist low-income participants including homeless individuals and families, migrants, and the elderly poor to:

   1. Secure and retain meaningful employment
   2. Attain an adequate education
   3. Make better use of available income
   4. Obtain and maintain adequate housing and a suitable living environment
   5. Obtain emergency assistance through loans or grants to meet immediate and urgent individual and family needs, including the need for health services, nutritious food, housing, and employment related assistance
   6. Remove obstacles and solve problems which block the achievement of self-sufficiency
   7. Achieve greater participation in the affairs of the community, and
   8. Make more effective use of other programs related to the purposes of the enabling federal legislation.

C. To provide on an emergency basis for the provision of such supplies and services, nutritious foodstuffs, and related services, as may be necessary to counteract conditions of starvation and malnutrition among the poor.

D. To coordinate and establish linkages between governmental and other social service programs to assure the effective delivery of such services to low-income individuals.

E. To encourage the use of entities in the private sector of the community in efforts to ameliorate poverty in the community.

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

Financial Statements

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

COMBINED FINANCIAL STATEMENTS AND SUPPLEMTARY INFORMATION FOR THE YEARS ENDED JULY 31, 2022 AND 2021 AND INDEPENDENT AUDITORS' REPORT AND REPORTS ON COMPLIANCE AND INTERNAL CONTROL

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

COMBINED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JULY 31, 2022 AND 2021

TABLE OF CONTENTS

	Page(s)
Independent Auditors' Report	1 - 3
Financial Statements:	
Combined Statements of Financial Position	4
Combined Statements of Activities	5
Combined Statements of Functional Expenses	6 - 9
Combined Statements of Cash Flows	10
Notes to Combined Financial Statements	11 – 24
Combining Information:	
Schedule A – Combining Schedule of Financial Position	25
Schedule B – Combining Schedule of Activities	26
Supplementary Information Required by New Hampshire Housing:	
Whispering Pines II	27 – 33
J.B. Milette Manor	34 – 39
Sherburne Woods	40 - 46

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

Schedule of Expenditures of Federal Awards	47 - 49
Notes to Schedule of Expenditures of Federal Awards	50
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	51 - 52
Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance	53 - 55
Schedule of Findings and Questioned Costs	56
Summary Schedule of Prior Audit Findings	57

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

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

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Southern New Hampshire Services, Inc. and Affiliate

Report on the Financial Statements

Opinion

We have audited the accompanying financial statements of Southern New Hampshire Services, Inc. and Affiliate (a nonprofit organization), which comprise the combined statements of financial position as of July 31, 2022, and the related combined statements of activities and changes in net assets, functional expenses and cash flows for the year then and the related notes to the combined financial statements.

In our opinion, the combined financial statements present fairly, in all material respects, the financial position of Southern New Hampshire Services, Inc. and Affiliate as of July 31, 2022, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Southern New Hampshire Services, Inc. and Affiliate and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

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

In preparing the combined financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Southern New Hampshire Services, Inc. and Affiliate's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the combined financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the combined financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the combined financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the combined financial statements.
- Obtain an understanding of internal control relevant to the audit 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 Southern New Hampshire Services, Inc. and Affiliate's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Southern New Hampshire Services, Inc. and Affiliate's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Prior Period Financial Statements

The combined financial statements of Southern New Hampshire Services, Inc. as of July 31, 2021 were audited by other auditors whose report dated March 3, 2022, expressed an unmodified opinion on those statements. In our opinion, the summarized comparative information presented herein as of and for the year ended July 31, 2021, is consistent, in all material respects, with the audited financial statements from which it has been derived.

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the combined financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations (CFR)* Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, is* presented for purposes of additional analysis and is not a required part of the combined financial statements. Additionally, the supplementary information as required by New Hampshire Housing is presented for additional analysis and is not a required part of the combined 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 combined financial statements.

The information has been subjected to the auditing procedures applied in the audit of the combined financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the combined financial statements or to the combined 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 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 February 2, 2023, on our consideration of Southern New Hampshire Services, Inc. and Affiliate'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 solely 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 the effectiveness of Southern New Hampshire Services, Inc. and Affiliate's 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 Southern New Hampshire Services, Inc. and Affiliate's internal control over financial reporting and compliance.

Leone McDonnell & Roberts
Professional Association

Dover, New Hampshire
February 2, 2023

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

COMBINED STATEMENTS OF FINANCIAL POSITION
JULY 31, 2022 AND 2021

ASSETS

	2022	2021
CURRENT ASSETS		
Cash	$ 11,441,623	$ 8,496,942
Investments	9,696,836	10,396,716
Grants receivable	4,458,963	3,451,639
Accounts receivable	949,902	778,610
Prepaid expenses	129,210	136,692
Total current assets	26,676,534	23,260,599
PROPERTY		
Land	3,575,080	3,045,918
Buildings and improvements	13,936,225	13,565,316
Vehicles and equipment	1,470,617	1,575,022
Total property	18,981,922	18,186,256
Less: accumulated depreciation	6,720,057	6,204,453
Total fixed assets, net	12,261,865	11,981,803
OTHER ASSETS		
Restricted cash	511,966	468,276
TOTAL ASSETS	$ 39,450,365	$ 35,710,678

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Current portion of long term debt	$ 83,656	$ 79,998
Accounts payable	991,023	691,695
Accrued payroll and related expenses	1,646,168	1,187,344
Accrued compensated absences	407,125	424,497
Other liabilities	222,094	243,122
Refundable advances	4,390,640	1,424,138
Tenant security deposits	95,757	89,232
Total current liabilities	7,836,463	4,140,026
LONG TERM LIABILITIES		
Long term debt, less current portion shown above	1,905,793	2,878,216
Total liabilities	9,742,256	7,018,242
NET ASSETS		
Without donor restrictions	29,708,109	28,692,436
TOTAL LIABILITIES AND NET ASSETS	$ 39,450,365	$ 35,710,678

See Notes to Combined Financial Statements

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

COMBINED STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED JULY 31, 2022 AND 2021

	2022	2021
REVENUES, GAINS AND OTHER SUPPORT		
Grant revenue	$ 131,572,939	$ 57,659,302
Program service fees	930,848	822,662
Local funding	162,140	193,876
Rental income	1,248,788	1,227,156
Gifts and other contributions	375,231	301,421
Interest and dividend income	403,230	228,980
Unrealized (loss) gain on investments	(1,101,886)	1,066,602
Miscellaneous	162,429	744,238
In-kind revenue	992,197	1,203,823
Forgiveness of debt	900,000	-
Gain on disposal of property	8,545	3,398
Total revenues, gains and other support	135,654,461	63,451,458
EXPENSES		
Program services		
Child development	9,709,703	10,810,566
Community services	1,365,889	1,363,706
Economic and workforce development	4,855,488	5,786,299
Energy	15,581,785	10,666,407
Language and literacy	355,546	302,502
Housing and homeless	94,232,589	23,360,337
Nutrition and health	2,192,705	2,111,260
Special projects	1,798,981	2,317,802
Volunteer services	109,401	112,210
SNHS Management Corporation	2,458,985	2,370,028
Total program services	132,661,072	59,201,117
Supporting activities		
Management and general	1,977,716	1,943,894
Total expenses	134,638,788	61,145,011
CHANGE IN NET ASSETS	1,015,673	2,306,447
NET ASSETS, BEGINNING OF YEAR	28,692,436	26,385,989
NET ASSETS, END OF YEAR	$ 29,708,109	$ 28,692,436

See Notes to Combined Financial Statements

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

COMBINED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JULY 31, 2022

	Program Services						
	Child Development	Community Services	Economic and Workforce Development	Energy	Language and Literacy	Housing and Homeless	Nutrition and Health
EXPENSES							
Payroll	$ 4,662,659	$ 558,156	$ 1,990,951	$ 1,547,109	$ 236,067	$ 2,016,252	$ 864,686
Payroll taxes	348,302	42,274	149,819	117,947	17,294	153,374	65,249
Fringe benefits	1,503,860	97,032	429,260	421,614	26,123	363,941	241,067
Workers compensation insurance	97,375	7,094	4,336	11,681	5,631	4,375	24,217
Retirement benefits	345,542	51,651	166,504	114,842	9,313	59,619	64,339
Consultant and contractual	52,542	289,776	309,531	1,922,755	1,017	927,682	10,004
Travel and transportation	70,049	14,684	37,586	42,224	491	1,928	15,486
Conferences and meetings	-	10,660	-	5,378	-	1,016	825
Occupancy	634,228	147,065	554,837	129,718	29,924	52,641	56,192
Advertising	1,188	-	1,660	13,322	100	50	150
Supplies	269,441	24,289	15,592	105,391	12,122	81,566	254,026
Equipment rentals and maintenance	17,789	3,090	5,139	12,244	10,403	18,919	10,377
Insurance	19,075	47,462	5,982	23,078	-	2,463	4,717
Telephone	71,994	17,062	37,827	40,509	3,114	24,751	79,510
Postage	1,628	7	1,432	29,767	246	25,363	3,753
Printing and publications	1,488	4,588	-	16,531	645	-	-
Subscriptions	-	-	-	704	-	-	-
Program support	1,873	120,345	-	20,585	-	-	4,617
Interest	7,811	-	-	-	-	-	-
Depreciation	133,424	19,673	44,930	8,533	2,906	-	13,778
Assistance to clients	238,519	23,297	1,107,003	11,032,479	-	90,504,018	486,684
Other expense	346,271	2,816	4,642	10,508	-	3,203	4,744
Miscellaneous	12,952	44,591	1,036	1,696	150	2,088	1,822
In-kind expenses	992,197	-	-	-	-	-	-
SUBTOTAL	9,830,207	1,525,612	4,868,067	15,628,615	355,546	94,243,249	2,206,243
Eliminations	(120,504)	(159,723)	(12,579)	(46,830)	-	(10,660)	(13,538)
TOTAL EXPENSES	$ 9,709,703	$ 1,365,889	$ 4,855,488	$ 15,581,785	$ 355,546	$ 94,232,589	$ 2,192,705

See Notes to Combined Financial Statements

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

COMBINED STATEMENT OF FUNCTIONAL EXPENSES (Continued)
FOR THE YEAR ENDED JULY 31, 2022

	Program Services				Support Services	
	Special Projects	Volunteer Services	SNHS Management Corporation	Total Program Services	Management and General	2022 Total
EXPENSES						
Payroll	$ 70,027	$ 66,286	$ 680,957	$ 12,693,150	$ 1,258,823	$ 13,951,973
Payroll taxes	5,334	4,777	51,276	955,646	91,302	1,046,948
Fringe benefits	5,415	17,932	124,330	3,230,574	172,052	3,402,626
Workers compensation insurance	631	146	12,763	168,249	4,964	173,213
Retirement benefits	5,851	5,739	51,873	875,273	123,402	998,675
Consultant and contractual	1,576,097	2,790	154,643	5,246,837	181,115	5,427,952
Travel and transportation	2,535	1,347	43,639	229,969	6,137	236,106
Conferences and meetings	1,867	-	36,679	56,425	2,276	58,701
Occupancy	20,274	-	653,118	2,277,997	44,863	2,322,860
Advertising	25	500	1,641	18,636	338	18,974
Supplies	9,264	3,099	22,434	797,224	44,635	841,859
Equipment rentals and maintenance	5,673	21	10,928	94,583	1,052	95,635
Insurance	3,706	1,762	46,929	155,174	16,931	172,105
Telephone	2,770	3,137	24,285	304,959	14,673	319,632
Postage	7	752	766	63,721	11,966	75,687
Printing and publications	-	-	1,477	24,729	-	24,729
Subscriptions	0	900	665	2,269	1,029	3,298
Program support	3,336	-	73,105	223,861	-	223,861
Interest	-	-	47,746	55,557	-	55,557
Depreciation	48,286	-	395,803	667,333	4,114	671,447
Assistance to clients	41,099	-	24,779	103,457,878	-	103,457,878
Other expense	-	-	7,175	379,359	1,539	380,898
Miscellaneous	120	213	66,702	131,370	209	131,579
In-kind expenses	-	-	-	992,197	-	992,197
SUBTOTAL	1,802,317	109,401	2,533,713	133,102,970	1,981,420	135,084,390
Eliminations	(3,336)	-	(74,728)	(441,898)	(3,704)	(445,602)
TOTAL EXPENSES	$ 1,798,981	$ 109,401	$ 2,458,985	$ 132,661,072	$ 1,977,716	$ 134,638,788

See Notes to Combined Financial Statements

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

COMBINED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JULY 31, 2021

	Program Services						
	Child Development	Community Services	Economic and Workforce Development	Energy	Language and Literacy	Housing and Homeless	Nutrition and Health
EXPENSES							
Payroll	$ 5,475,948	$ 797,163	$ 2,740,989	$ 1,286,379	$ 204,412	$ 725,285	$ 912,550
Payroll taxes	409,962	59,844	204,551	97,778	15,619	54,970	68,761
Fringe benefits	1,677,891	138,364	623,172	382,294	23,750	112,040	242,822
Workers compensation insurance	127,833	9,424	6,924	11,934	6,245	2,469	27,215
Retirement benefits	375,917	69,893	194,325	96,055	8,755	16,206	74,893
Consultant and contractual	72,997	85,282	695,516	970,317	801	238,467	9,785
Travel and transportation	35,627	3,264	13,780	15,113	-	1,045	9,210
Conferences and meetings	-	7,250	-	2,245	-	-	1,914
Occupancy	569,678	136,788	540,570	123,460	24,409	23,349	49,916
Advertising	574	640	800	2,418	-	600	384
Supplies	286,505	32,374	12,180	61,729	7,224	53,747	25,794
Equipment rentals and maintenance	2,430	478	(4,515)	16,962	3,495	2,579	8,745
Insurance	22,375	28,204	9,341	27,769	-	527	3,822
Telephone	80,815	21,885	32,839	36,030	2,712	14,294	55,657
Postage	3,368	40	1,150	27,045	417	6,622	1,931
Printing and publications	40	-	-	6,012	1,156	-	-
Subscriptions	-	-	-	570	-	-	-
Program support	-	181,694	-	59,109	-	-	-
Interest	9,335	-	-	-	-	-	-
Depreciation	129,615	6,300	42,909	5,276	1,266	-	13,187
Assistance to clients	234,976	3,992	676,974	7,518,979	-	22,107,876	393,992
Other expense	167,824	-	10,872	2,937	-	300	224,649
Miscellaneous	37,305	1,391	915	1,424	2,241	830	1,905
In-kind expenses	1,203,823	-	-	-	-	-	-
SUBTOTAL	10,924,838	1,584,270	5,803,292	10,751,835	302,502	23,361,206	2,127,132
Over applied indirect costs	-	-	-	-	-	-	-
Eliminations	(114,272)	(220,564)	(16,993)	(85,428)	-	(869)	(15,872)
TOTAL EXPENSES	$ 10,810,566	$ 1,363,706	$ 5,786,299	$ 10,666,407	$ 302,502	$ 23,360,337	$ 2,111,260

See Notes to Combined Financial Statements

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

COMBINED STATEMENT OF FUNCTIONAL EXPENSES (Continued)
FOR THE YEAR ENDED JULY 31, 2021

	Program Services				Support Services	
	Special Projects	Volunteer Services	SNHS Management Corporation	Total Program	Management and General	2021 Total
EXPENSES						
Payroll	$ 84,906	$ 60,715	$ 579,614	$ 12,867,961	$ 1,290,991	$ 14,158,952
Payroll taxes	6,517	4,220	45,415	967,637	94,236	1,061,873
Fringe benefits	6,176	17,742	223,039	3,447,290	183,099	3,630,389
Workers compensation insurance	1,770	157	10,661	204,632	7,679	212,311
Retirement benefits	6,118	5,287	43,218	890,667	121,520	1,012,187
Consultant and contractual	2,122,049	2,780	129,628	4,327,622	106,077	4,433,699
Travel and transportation	1,141	1,973	33,587	114,740	4,283	119,023
Conferences and meetings	1,454	50	14,412	27,325	1,025	28,350
Occupancy	15,201	-	641,741	2,125,112	44,864	2,169,976
Advertising	-	1,766	3,232	10,414	25	10,439
Supplies	593	6,819	21,240	508,205	58,393	566,598
Equipment rentals and maintenance	2,645	41	8,933	41,793	1,457	43,250
Insurance	2,636	1,762	55,107	151,543	10,161	161,704
Telephone	3,079	2,633	26,997	276,941	6,779	283,720
Postage		605	1,470	42,648	13,123	55,771
Printing and publications	-	-	-	7,208	-	7,208
Subscriptions	-	900	630	2,100	-	2,100
Program support	560	-	45,948	287,311	-	287,311
Interest	-	-	51,209	60,544	-	60,544
Depreciation	60,191	-	405,478	664,222	2,670	666,892
Assistance to clients	2,101	-	24,342	30,963,232	-	30,963,232
Other expense	-	-	7,306	413,888	797	414,685
Miscellaneous	1,225	4,760	47,257	99,253	2,711	101,964
In-kind expenses	-	-	-	1,203,823	-	1,203,823
SUBTOTAL	2,318,362	112,210	2,420,464	59,706,111	1,949,890	61,656,001
Over applied indirect costs	-	-	-	-	(809)	(809)
Eliminations	(560)	-	(50,436)	(504,994)	(5,187)	(510,181)
TOTAL EXPENSES	$ 2,317,802	$ 112,210	$ 2,370,028	$ 59,201,117	$ 1,943,894	$ 61,145,011

See Notes to Combined Financial Statements

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

COMBINED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JULY 31, 2022 AND 2021

	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ 1,015,673	$ 2,306,447
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	671,447	666,892
Gain on disposal of property	(8,545)	(3,398)
Unrealized loss (gain) on investments	1,101,886	(1,066,602)
Forgiveness of debt	(900,000)	-
Loss on construction	70,044	-
Decrease (increase) in assets:		
Grants receivable	(1,007,324)	(105,204)
Accounts receivable	(171,292)	(57,015)
Prepaid expenses	7,482	23,150
Increase (decrease) in liabilities:		
Accounts payable	299,328	(37,405)
Accrued payroll and related expenses	458,824	97,663
Accrued compensated absences	(17,372)	(45,804)
Other liabilities	(21,028)	9,632
Refundable advances	2,966,502	1,087,338
Tenant security deposits	6,525	6,202
NET CASH PROVIDED BY OPERATING ACTIVITIES	4,472,150	2,881,896
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property	(1,058,436)	(560,313)
Proceeds from disposal of property	45,428	48,500
Purchase of investments, reinvested dividends and capital gains	(402,006)	(227,693)
NET CASH USED IN INVESTING ACTIVITIES	(1,415,014)	(739,506)
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of long term debt	(68,765)	(91,051)
NET CASH USED IN FINANCING ACTIVITIES	(68,765)	(91,051)
NET INCREASE IN CASH AND CASH EQUIVALENTS	2,988,371	2,051,339
CASH AND RESTRICTED CASH, BEGINNING OF YEAR	8,965,218	6,913,879
CASH AND RESTRICTED CASH, END OF YEAR	$ 11,953,589	$ 8,965,218
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash paid during the year for interest	$ 55,557	$ 60,544
CASH AND RESTRICTED CASH		
Cash	$ 11,441,623	$ 8,496,942
Restricted cash	511,966	468,276
Total cash and restricted cash	$ 11,953,589	$ 8,965,218

See Notes to Combined Financial Statements

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General

Southern New Hampshire Services, Inc. (the Organization) is a nonprofit umbrella corporation that offers an array of services to the elderly, disabled, and low-income households in New Hampshire's Hillsborough County and Rockingham County. The Organization's programs provide assistance in the areas of education, child development, employment, energy and its conservation, housing, and homelessness prevention. 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. Services are provided through Southern New Hampshire Services, Inc. and SNHS Management Corporation.

Basis of Accounting

The Organization prepares its combined financial statements utilizing the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

Basis of Presentation

The combined 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 management and the 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 fulfilled and removed by actions of the Organization pursuant to those stipulations or by passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as an increase in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities.

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

As of July 31, 2022 and 2021, the Organization had no net assets with donor restrictions.

Combined Financial Statements

All significant intercompany items and transactions have been eliminated from the basic combined financial statements. The combined financial statements include the accounts of SNHS Management Corporation because Southern New Hampshire Services, Inc. controls more than 50% of the voting power.

Estimates

The preparation of combined financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reported period. Actual results may differ from these amounts.

Cash and Cash Equivalents

For the purpose of the combined statements of cash flows, the Organization considers all unrestricted highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. The Organization has no cash equivalents as of July 31, 2022 and 2021.

Current Vulnerabilities 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.

Concentration of Credit Risk

The Organization maintains its cash balances at several financial institutions located in New Hampshire and Maine. The balances are insured by the Federal Deposit Insurance Organization (FDIC) up to $250,000 per financial institution. In addition, on October 2, 2008, the Organization entered into an agreement with its principal banking partner to collateralize deposits in excess of the FDIC insurance limitation on some accounts. The balances, at times, may exceed amounts covered by the FDIC and collateralization agreements. It is the opinion of management that there is no significant risk with respect to these deposits at either July 31, 2022 and 2021.

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

Accounts and Contracts Receivable

All accounts and contracts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Receivables are recorded on the accrual basis of accounting primarily based on reimbursable contracts, grants, and agreements. Balances outstanding after management has used reasonable collection efforts are written off through a charge to bad debt expense and a credit to the applicable accounts receivable. Management does not believe an allowance for uncollectible accounts receivable is necessary at July 31, 2022 and 2021.

Support and Revenue Recognition

Contracts with Customers

Program fees are reported at the amount that reflects the consideration to which the Organization expects to be entitled for providing childcare services to its clients.

Generally, the Organization bills customers and third-party payors several days after the services are performed. Revenue is recognized as performance obligations are satisfied. Performance obligations are determined based on the nature of the services provided by the Organization. The Organization measures the performance obligations of its childcare services to the point when it is no longer required to provide services to the client, which is generally weekly for childcare services. These services are considered to be a single performance obligation.

Revenue for performance obligations satisfied at a point in time is recognized when services are provided, and the Organization does not believe it is required to provide additional services to the client.

Based on the nature of services provided by the Organization and due to the fact that all of the Organization's performance obligations related to contracts with a duration of less than one year, the Organization has elected to apply the optional exemption provided in FASB ASC 606-10-50-14(a) and, therefore is not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period.

The transaction price for childcare services is based on standard charges for services provided to clients. Under the terms of the State of New Hampshire Department of Health and Human Services childcare subsidy programs, reimbursement for childcare services provided may differ from established rates. It is the Organization's policy to set its rates to be consistent with current reimbursement rates. Therefore, amounts due do not include significant variable consideration subject to retroactive revenue adjustments due to settlement of reviews and audits.

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

The Organization has elected to apply the practical expedient allowed under FASB ASC 606-10-10-4 for applying the revenue standard to a portfolio of contracts with similar characteristics. The Organization accounts for the contracts within each portfolio as a collective group, rather than individual contracts, based on the payment pattern expected in each portfolio category and the similar nature and characteristics of the clients within each portfolio. The portfolios consist of major payor classes for childcare services. Based on historical collection trends and other analysis, the Organization has concluded that revenue for a given portfolio would not be materially different than if accounting for revenue on a contract-by-contract basis.

The Organization has also elected to apply the practical expedient allowed under FASB ASC 606-10-32-18 for the financing component, as the period of time between the service being provided and the time that the client or third-party payor pays for the service is typically one year or less.

Private Grant Revenue and Contributions

Private grant contributions are recognized when cash, securities or other assets, an unconditional promise to give, or notification of a beneficial interest is received. Conditional promises to give are not recognized until the conditions on which they depend have been substantially met. Support that is restricted by the donor is reported as an increase in net assets without donor restrictions, if the restriction expires in the reporting period in which the support is recognized. All other donor-restricted support is reported as an increase in net assets with donor restrictions, depending on the nature of the restriction. When a restriction expires, (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the combined statements of activities as net assets released from restrictions.

Grants and Support

Grant revenue is derived from various federal grant agreements and various state and private entity passthrough grant agreements and contracts to provide funding support of the Organization's programs and services provided by the Organization including childcare, child development, social, health, nutrition, employment, language, energy, and special needs services to families enrolled in the Organization's programs. The Organization has evaluated its grant agreements against applicable accounting standard guidance and determined that the grant agreements are contributions (nonreciprocal transaction) conditioned upon certain performance requirements and/or incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenses in compliance with specific provisions of the grant agreements.

Refundable advances result from unexpended balances from these conditional contributions and will be subsequently recognized as contribution revenue when donor conditions are met. Federal and state grant revenue comprised approximately 95% and 93% of total revenue in the fiscal years ended July 31, 2022 and 2021, respectively.

In-Kind Donations

In-kind revenues and expenses represent fair market value of volunteer services which were donated to the Organization during the current fiscal year. All in-kind revenues in the fiscal years 2022 and 2021 were generated through the Head Start program. In-kind revenues and expenses for the years ended July 31, 2022 and 2021 are $992,197 and $1,203,823, respectively.

Investments

The Organization carries investments in marketable securities with readily determinable fair values and all investments in debt securities at their fair values in the combined statements of financial position. Unrealized gains and losses are included in the change in net assets in the accompanying combined statements of activities.

Property

Property acquired by the Organization are capitalized at cost if purchased or fair value if donated. It is the Organization's policy to capitalize expenditures for these items in excess of $5,000. Major additions and renewals are capitalized, while repairs and maintenance are expensed as incurred. Depreciation is calculated using the straight-line method over the estimated useful lives of the assets, which range from three to forty years. Depreciation expense for the years ended July 31, 2022 and 2021 was $671,447 and $666,892, respectively.

Property purchased with grant funds are owned by the Organization while used in the program for which they were purchased or in other future authorized programs. However, the various funding sources have a reversionary interest in the fixed assets purchased with grant funds. The disposition of property, as well as the ownership of any proceeds is subject to funding source regulations.

Advertising

The Organization uses advertising to promote programs among the people it serves. The production costs of advertising are expensed as incurred.

Income Taxes

Southern New Hampshire Services, Inc. and SNHS 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.

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

Functional Allocation of Expenses

The Organization allocates its expenses on a functional basis among its various programs and support services. Expenses that can be identified with a specific program and support services are allocated directly according to their natural expenditure classification. Other expenses, that are common to several functions, are allocated by management based on effort. Supporting services are those related to operating and managing the Organization and its programs on a day-to-day basis. Supporting services have been subclassified as follows:

Management and General – Includes all activities related to the Organization's internal management.

New Accounting Pronouncement

In September 2020, the FASB issued Accounting Standards Update (ASU) No. 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*, intended to improve transparency in the reporting of contributed nonfinancial assets, also known as gifts-in-kind, for not-for-profit organizations. Examples of contributed nonfinancial assets include fixed assets such as land, buildings, and equipment; the use of fixed assets or utilities; materials and supplies, such as food or clothing; intangible assets; and recognized contributed services. The ASU requires a not-for-profit organization to present contributed nonfinancial assets as a separate line item in the statement of activities, apart from contributions of cash or other financial assets. It also requires certain disclosures for each category of contributed nonfinancial assets recognized. The Organization adopted the new standard effective August 1, 2021.

Recent Accounting Pronouncements

Leases

In February 2016, the FASB released ASU 2016-02, Leases (Topic 842), which provides users of the financial statements a more accurate picture of the assets and the long-term financial obligations of organizations that lease. The standard is for a dual-model approach; a lessee will account for most existing capital leases as Type A leases, and most existing operating leases as Type B leases. Both will be reported on the statement of financial position of the Organization for leases with a term exceeding 12 months. Lessors will see changes as well, primarily made to align with the revised model. The guidance is effective for non-public entities for fiscal years beginning after December 15, 2021, with early adoption permitted, The Organization will implement the guidance in its July 31, 2023 combined financial statements. Management is currently evaluating the impact of adoption on the Organization's financial statements.

NOTE 2. RESTRICTED CASH

The Organization, as stipulated in many of the loan agreements associated with the housing projects included in SNHS Management Corporation, is required to maintain separate accounts, and make monthly deposits into certain restricted reserves for the replacement of property and other expenditures. In addition, the Organization is required to maintain separate accounts for tenant security deposits and any surplus cash that may result from annual operations. These accounts are also not available for operating purposes and generally need additional approval from oversite agencies before withdrawal and use of these funds can occur.

NOTE 3. FAIR VALUE MEASUREMENT

The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). Valuation techniques maximize the use of relevant observable inputs and minimize the use of unobservable inputs.

The three levels of the fair value hierarchy under Financial Accounting Standards Board Accounting Standards Codification 820, Fair Value Measurements, are described as follows:

Level 1: Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the organization has the ability to access at the measurement date.

Level 2: Inputs other than quoted prices included within Level I that are observable for the asset or liability, either directly or indirectly, such as:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in inactive markets;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3: Inputs that are unobservable for the asset or liability.

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at July 31, 2022 and 2021.

Mutual Funds: Valued at the net asset value of shares held on the last trading day of the fiscal year, which is the basis for transactions at that date.

The following table sets forth by level, within the fair value hierarchy, the Organization's assets at fair value as of July 31:

	2022			
	Level 1	Level 2	Level 3	Total
Total mutual funds at fair value	$ 9,696,836	$ -	$ -	$ 9,696,836

	2021			
	Level 1	Level 2	Level 3	Total
Total mutual funds at fair value	$10,396,716	$ -	$ -	$10,396,716

NOTE 4. INVESTMENTS

The Organization's investments are presented in the financial statements in the aggregate at fair value and consisted of the following as of July 31:

	2022		2021	
	Market Value	Cost	Market Value	Cost
Mutual Funds	$ 9,696,836	$ 9,241,075	$10,396,716	$ 8,839,069

The Organization had an unrealized gain on investments of $455,761 and $1,557,647 at July 31, 2022 and 2021, respectively.

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

The activities of the Organization's investment account are summarized as follows:

	2022	2021
Fair value – beginning of year	$10,396,716	$ 9,102,421
Dividends and capital gains, reinvested	402,006	227,693
Unrealized gain (loss)	(1,101,886)	1,066,602
Fair value – end of year	$ 9,696,836	$10,396,716

NOTE 5. LIQUIDITY AND AVAILABILITY

The Organization's financial assets available for expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date comprise the following as of July 31:

	2022	2021
Cash	$11,441,623	$ 8,496,942
Investments	9,696,836	10,396,716
Grants receivable	4,458,963	3,451,639
Accounts receivable	949,902	778,610
Total financial assets available within one year	$26,547,324	$23,123,907

None of the financial assets are subject to donor or other contractual restrictions. Accordingly, all such funds are available to meet the needs of the Organization in the next 12 months. In addition, the Organization maintains several reserve funds for property taxes, insurance expenses, and repair and replacement or emergency needs which are required by financing authorities. These funds may be withdrawn only with the approval of the financing authority and are not considered by the Organization to have donor restrictions.

The Organization manages its liquidity by developing and adopting annual operating budgets that provide sufficient funds for general expenditures in meeting its liabilities and other obligations as they become due.

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

NOTE 6. LONG TERM DEBT

The long term debt at July 31, 2022 and 2021 consisted of the following:

	2022	2021
SNHS, Inc.		
Mortgage payable to bank, secured by real estate located on Temple St., Nashua, NH, payable in fixed monthly principal installments of $1,833 plus interest through 2020. The note was refinanced on October 1, 2020, payable in monthly installments of $2,182 plus interest through 2030. Interest is at 4.00% at July 31, 2022 and 2021.	$ 182,389	$ 200,776
SNHS Management Corporation		
Mortgage payable to City of Manchester, secured by real estate located in Manchester, NH. A balloon payment of $11,275 was due on June 30, 2010. Interest is at 0.00%. SNHS, Inc. is currently negotiating with the City of Manchester to obtain forgiveness.	11,275	11,275
Mortgage payable to New Hampshire Housing secured by real estate located on Pleasant St., Epping, NH, payable in monthly installments of $1,084 including interest through 2042. Interest is at 3.50%.	181,569	188,106
Mortgage payable to the City of Nashua secured by real estate located on Vine St., Nashua, NH. Interest was at 10.00%, annually if requirements are not met. The mortgage was eligible for forgiveness if the real estate remained low-income housing for 30 years. This barrier was met during the year ended July 31, 2022 and the mortgage was forgiven in full and recognized into income (See **Note 10**).	-	900,000
Mortgage payable to the City of Nashua secured by real estate located on Vine St., Nashua, NH. Mortgage will be forgiven only if real estate remains low-income housing for 30 years. Interest is at 10.00%, annually if requirements are not met.	20,000	20,000

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

	2022	2021
Mortgage payable to New Hampshire Community Loan Fund secured by real estate located on, Vine St., Nashua, NH. Mortgage will be forgiven only if real estate remains low-income housing for 30 years. Interest is at 10.00%, annually if requirements are not met.	250,000	250,000
Mortgage payable to bank, secured by real estate located on West Pearl St., Nashua, NH. Mortgage will be forgiven only if real estate remains low-income housing for 40 years. Interest is at 0.00%.	170,000	170,000
Mortgage payable to MH Parsons and Sons Lumber, secured by real estate located on Crystal Ave., Derry, NH, payable in monthly installments of $3,715 including interest through 2031. Interest is at 5.50%.	322,593	348,801
Mortgage payable to New Hampshire Housing secured by real estate located in Deerfield, NH, payable in monthly installments of $3,327 including interest through 2033. Interest is at 7.00%.	308,698	326,332
Mortgage payable to New Hampshire Housing secured by real estate located in Deerfield, NH with annual principal repayments equal to 25% of cash surplus due through 2032. Interest is at 0.00%.	392,925	392,924
Mortgage payable to New Hampshire Housing secured by real estate located in Deerfield, NH with annual principal repayments equal to 25% of cash surplus due through 2032. Interest is at 0.00%.	150,000	150,000
	1,989,449	2,958,214
Less: current portion due within one year	83,656	79,998
	$ 1,905,793	$ 2,878,216

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

The schedule of maturities of long term debt at July 31, 2022 is as follows:

Year Ending July 31	Amount
2023	$ 83,656
2024	76,322
2025	80,491
2026	84,899
2027	89,564
Thereafter	1,574,517
Total	$ 1,989,449

NOTE 7. OPERATING LEASES

The Organization leases various facilities and equipment under several operating leases. Total lease payments for the years ended July 31, 2022 and 2021 equaled $864,053 and $865,098, respectively. The leases expire at various times through January 2024. Some of the leases contain renewal options that are contingent upon federal funding, and some contain renewal options subject to renegotiation of lease terms. Annual leases with the Organization for the years ended July 31, 2022 and 2021 totaled $221,736 and $222,117, respectively. These leases have been eliminated in the combined financial statements.

The schedule of future minimum lease payments at July 31, 2022 for the operating leases is as follows:

Year Ending July 31	Amount
2023	$ 315,429
2024	38,539
Total	$ 353,968

NOTE 8. ACCRUED COMPENSATED BALANCES

At July 31, 2022 and 2021 the Organization accrued a liability for future annual leave time that its employees had earned in the amount of $407,125 and $424,497, respectively. Any hours not used by the end of the calendar year are forfeited.

NOTE 9. RETIREMENT BENEFITS

The Organization has an Employer-Sponsored 403(b) plan offering coverage to all of its employees. Participating employees must contribute at least 1% of their wages, while the Organization contributes 10% of their wages. The pension expense for the years ended July 31, 2022 and 2021 was $998,675 and $1,012,187, respectively.

NOTE 10. FORGIVENESS OF DEBT

During the year ended July 31, 2022, the Organization realized forgiveness of debt income in connection with a mortgage payable to the City of Nashua. Real estate located on Vine St. in Nashua, New Hampshire remained as low-income housing for 30 years which satisfied the criteria for debt forgiveness from the City of Nashua. Forgiveness of debt income totaled $900,000 for the year ended July 31, 2022 on the accompanying combined statement of activities (**Note 6**).

NOTE 11. RISKS AND UNCERTAINTIES

Cotton Mill Square

In 2015, SNHS Management Corporation entered into a contract as part of the Community Development Investment Tax Credit Program with the Community Development Finance Authority (CDFA) and was awarded $1,000,000 to provide funding for the development and adaptive reuse of an abandoned historic cotton mill in downtown Nashua, New Hampshire. Under this program, the Project (Cotton Mill Square) created 109 units of housing and was required to reserve 55 of these units for low to moderate income households.

As stipulated by the contract and after a 20% program fee retained by the CDFA, SNHS Management Corporation entered into a subrecipient agreement with the owners of the Project (Cotton Mill Square LLC) to provide a promissory note and mortgage of the remaining award amount of $800,000. The 20 year note to Cotton Mill Square LLC is non-interest bearing and the principal is forgivable at a rate of 5% each year the Project maintains the required minimum of 55 low to moderate income household units.

The Cotton Mill Square Project was awarded the certificate of occupancy on August 22, 2014 and remains in full compliance with the required regulations as of July 31, 2022 and 2021. SNHS Management Corporation feels that it is extremely unlikely that the Project will fall into noncompliance in future periods. Therefore, SNHS Management Corporation has not recorded any contingent receivable or liability related to this transaction. The note repayment is accelerated if the units fall out of compliance.

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

In October of 2017, the subrecipient agreement with Cotton Mill Square LLC was amended to cease the annual 5% debt forgiveness. This modification effectively holds the promissory note balance at $720,000 which will now be forgiven in full at the end of the agreement as long as the Project maintains compliance with the original terms of the agreement. This modification did not change the contingent receivable or liability with SNHS Management Corporation.

Coronavirus Pandemic

The impact of the novel coronavirus (COVID-19) and measures to prevent its spread are affecting the Organization's business. The significance of the impact on the Organization's financial operational results will be dictated by the length of time that such disruptions continue.

During the years July 31, 2022 and 2021, and through the date of this report, the Organization has not experienced a significant decline in revenues, nor a significant change in its operations.

NOTE 12. RECLASSIFICATIONS

Certain reclassifications have been made to the prior year's financial statements, which were taken from the July 31, 2021 financial statements, to conform to the current year presentation.

NOTE 13. SUBSEQUENT EVENTS

Management has made an evaluation of subsequent events through February 2, 2023, which represents the date on which the combined financial statements were available to be issued and determined that any subsequent events that would require recognition or disclosure have been considered in the preparation of these combined financial statements.

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

SUPPLEMENTAL INFORMATION

(See Independent Auditors' Report)

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

Schedule A

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

COMBINING SCHEDULE OF FINANCIAL POSITION
JULY 31, 2022

	SNHS, Inc.	SNHS Management Corporation	Sub-Total	Elimination	Total
ASSETS					
CURRENT ASSETS					
Cash	$ 936,692	$ 10,504,931	$ 11,441,623	$ -	$ 11,441,623
Investments	-	9,696,836	9,696,836	-	9,696,836
Grants receivable	4,456,511	2,452	4,458,963	-	4,458,963
Accounts receivable	-	949,902	949,902	-	949,902
Prepaid expenses	71,614	57,596	129,210	-	129,210
Due from related parties	6,883,413	(4,487,557)	2,395,856	(2,395,856)	-
Total current assets	12,348,230	16,724,160	29,072,390	(2,395,856)	26,676,534
PROPERTY					
Land	646,805	2,928,275	3,575,080	-	3,575,080
Buildings and improvements	2,535,854	11,400,371	13,936,225	-	13,936,225
Vehicles and equipment	1,275,872	194,745	1,470,617	-	1,470,617
Total property	4,458,531	14,523,391	18,981,922	-	18,981,922
Less: accumulated depreciation	1,834,900	4,885,157	6,720,057	-	6,720,057
Total property, net	2,623,631	9,638,234	12,261,865	-	12,261,865
OTHER ASSETS					
Restricted cash	30,521	481,445	511,966	-	511,966
TOTAL ASSETS	$ 15,002,382	$ 26,843,839	$ 41,846,221	$ (2,395,856)	$ 39,450,365
LIABILITIES AND NET ASSETS					
CURRENT LIABILITIES					
Current portion of long term debt	$ 19,185	$ 64,471	$ 83,656	$ -	$ 83,656
Accounts payable	769,090	221,933	991,023	-	991,023
Accrued payroll and related expenses	258,248	1,387,920	1,646,168	-	1,646,168
Accrued compensated absences	-	407,125	407,125	-	407,125
Other liabilities	222,094	-	222,094	-	222,094
Refundable advances	4,378,507	12,133	4,390,640	-	4,390,640
Tenant security deposits	30,486	65,271	95,757	-	95,757
Due to other corporations	2,455,141	(59,285)	2,395,856	(2,395,856)	-
Total current liabilities	8,132,751	2,099,568	10,232,319	(2,395,856)	7,836,463
NONCURRENT LIABILITIES					
Long term debt, less current portion shown above	163,204	1,742,589	1,905,793	-	1,905,793
Total liabilities	8,295,955	3,842,157	12,138,112	(2,395,856)	9,742,256
NET ASSETS					
Without donor restrictions	6,706,427	23,001,682	29,708,109	-	29,708,109
TOTAL LIABILITIES AND NET ASSETS	$ 15,002,382	$ 26,843,839	$ 41,846,221	$ (2,395,856)	$ 39,450,365

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

Schedule B

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

COMBINING SCHEDULE OF ACTIVITIES
FOR THE YEAR ENDED JULY 31, 2022

	SNHS, Inc.	SNHS Management Corporation	Sub-Total	Elimination	Total
REVENUES, GAINS AND OTHER SUPPORT					
Grant revenue	$ 131,572,939	$ -	$ 131,572,939	$ -	$ 131,572,939
Program service fees	304,206	850,507	1,154,713	(223,865)	930,848
Local funding	-	162,140	162,140	-	162,140
Rental income	-	1,470,525	1,470,525	(221,737)	1,248,788
Gifts and other contributions	269,675	105,556	375,231	-	375,231
Interest and dividend income	95	403,135	403,230	-	403,230
Unrealized loss on investments	-	(1,101,886)	(1,101,886)	-	(1,101,886)
Miscellaneous	132,760	29,669	162,429	-	162,429
Forgiveness of debt	-	900,000	900,000	-	900,000
Gain (loss) on disposal of property	(2,813)	11,358	8,545		8,545
In-kind contributions	992,197	-	992,197	-	992,197
Total revenues, gains and other support	133,269,059	2,831,004	136,100,063	(445,602)	135,654,461
EXPENSES					
Program services					
Child development	9,830,207	-	9,830,207	(120,504)	9,709,703
Community services	1,525,612	-	1,525,612	(159,723)	1,365,889
Economic and workforce development	4,868,067	-	4,868,067	(12,579)	4,855,488
Energy	15,628,615	-	15,628,615	(46,830)	15,581,785
Language and literacy	355,546	-	355,546	-	355,546
Housing and homeless	94,243,249	-	94,243,249	(10,660)	94,232,589
Nutrition and health	2,206,243	-	2,206,243	(13,538)	2,192,705
Special projects	1,802,317	-	1,802,317	(3,336)	1,798,981
Volunteer services	109,401	-	109,401	-	109,401
SNHS Management Corporation	-	2,533,713	2,533,713	(74,728)	2,458,985
Total program services	130,569,257	2,533,713	133,102,970	(441,898)	132,661,072
Supporting activities					
Management and general	1,981,420	-	1,981,420	(3,704)	1,977,716
Total expenses	132,550,677	2,533,713	135,084,390	(445,602)	134,638,788
CHANGE IN NET ASSETS	718,382	297,291	1,015,673	-	1,015,673
NET ASSETS, BEGINNING OF YEAR	5,988,045	22,704,391	28,692,436	-	28,692,436
NET ASSETS, END OF YEAR	$ 6,706,427	$ 23,001,682	$ 29,708,109	$ -	$ 29,708,109

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

WHISPERING PINES II
(FORMERLY: EPPING SENIOUR HOUSING ASSOCIATES LIMITED PARTNERSHIP)
(PROJECT NO. A199991-046)

STATEMENTS OF FINANCIAL POSITION
JULY 31, 2022 AND 2021

ASSETS

	2022	2021
CURRENT ASSETS		
Cash	$ 16,249	$ 30,530
Prepaid expenses	6,648	7,405
Total current assets	22,897	37,935
RESTRICTED CASH		
Insurance escrow	3,120	2,911
Tax escrow	4,959	5,228
Replacement reserves	27,778	21,712
Operating reserve	79,495	79,373
Total restricted cash	115,352	109,224
PROPERTY		
Land	166,600	166,600
Buildings and improvements	598,178	592,108
Total property	764,778	758,708
Less accumulated depreciation	93,216	75,722
Property, net	671,562	682,986
OTHER ASSETS		
Tenant security deposits	14,643	12,884
TOTAL ASSETS	$ 824,454	$ 843,029

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Current portion of mortgage note payable	$ 6,769	$ 6,537
Accounts payable	5,448	2,488
Accrued expenses	49	38
Total current liabilities	12,266	9,063
LONG TERM LIABILITIES		
Due to affiliate	29,575	29,019
Mortgage note payable, less current portion as shown above	174,800	181,569
Tenant security deposits	14,643	12,884
Total long term liabilities	219,018	223,472
Total liabilities	231,284	232,535
NET ASSETS WITHOUT DONOR RESTRICTIONS	593,170	610,494
TOTAL LIABILITIES AND NET ASSETS	$ 824,454	$ 843,029

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

WHISPERING PINES II
(FORMERLY: EPPING SENIOUR HOUSING ASSOCIATES LIMITED PARTNERSHIP)
(PROJECT NO. A199991-046)

STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED JULY 31, 2022 AND 2021

	2022	2021
INCOME		
Rental income	$ 175,309	$ 170,685
Interest income	11	12
Interest income restricted	172	211
Other income	5,400	4,159
Total income	180,892	175,067
OPERATING EXPENSES		
Administrative	39,451	31,548
Utilities	45,744	45,016
Maintenance	62,802	62,604
General	26,246	26,772
Total operating expenses	174,243	165,940
INTEREST EXPENSE	6,479	6,704
INCOME BEFORE DEPRECIATION	170	2,423
Depreciation	17,494	16,421
CHANGE IN NET ASSETS	(17,324)	(13,998)
NET ASSETS, BEGINNING OF YEAR	610,494	624,492
NET ASSETS, END OF YEAR	$ 593,170	$ 610,494

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

WHISPERING PINES II
(FORMERLY: EPPING SENIOUR HOUSING ASSOCIATES LIMITED PARTNERSHIP)
(PROJECT NO. A199991-046)

SCHEDULES OF RENTAL OPERATIONS EXPENSES
FOR THE YEARS ENDED JULY 31, 2022 AND 2021

	2022	2021
ADMINISTRATIVE EXPENSES		
Management fee	$ 14,400	$ 14,400
Salaries and wages	6,816	6,781
Fringe benefits	2,043	2,033
Legal	3,971	56
Investment and management fee	6,120	-
Telephone	1,687	3,153
Other administrative expenses	4,414	5,125
Total administrative expenses	39,451	31,548
UTILITIES		
Electricity	17,056	19,887
Fuel	15,579	8,177
Water and sewer	11,630	15,713
Other utility expense	1,479	1,239
Total utility expenses	45,744	45,016
MAINTENANCE		
Trash removal	2,533	2,245
Snow removal	12,496	10,153
Elevator repairs and contract	3,756	3,718
Custodial supplies	295	72
Repairs, materials	35,522	37,829
Repairs, contract	8,200	8,587
Total maintenance expense	62,802	62,604
INTEREST, NHH MORTGAGE NOTE	6,479	6,704
DEPRECIATION	17,494	16,421
GENERAL EXPENSE		
Real estate taxes	19,648	19,163
Payroll taxes	515	516
Retirement benefits	50	631
Workman's compensation	351	385
Insurance	5,682	6,077
Total general expense	26,246	26,772
TOTAL RENTAL OPERATIONS EXPENSES	$ 198,216	$ 189,065

WHISPERING PINES II
(FORMERLY: EPPING SENIOUR HOUSING ASSOCIATES LIMITED PARTNERSHIP)
(PROJECT NO. A199991-046)

SCHEDULES OF RECEIPTS AND DISBURSEMENTS
FOR THE YEARS ENDED JULY 31, 2022 AND 2021

	2022	2021
SOURCES OF FUNDS:		
Rental operations		
INCOME		
Tenant paid rent	$ 157,575	$ 156,712
HAP rent subsidy	17,734	13,973
Total rental receipts	175,309	170,685
Interest income	11	12
Service income	2,635	2,475
Other income	2,765	1,684
Total rental operations receipts	180,720	174,856
EXPENSES		
Administrative	39,008	30,687
Utilities	41,718	45,016
Maintenance	62,966	65,664
General	25,539	26,772
Interest	6,479	6,704
Total rental operations disbursements	175,710	174,843
CASH PROVIDED BY RENTAL OPERATIONS BEFORE AMORTIZATION OF MORTGAGE	5,010	13
AMORTIZATION OF MORTGAGE	(6,537)	(6,312)
CASH USED IN RENTAL OPERATIONS AFTER DEBT SERVICE	(1,527)	(6,299)
OTHER DISBURSEMENTS		
Net receipts (payments) from management agent	(556)	10,707
Net withdrawals (deposits) from reserve accounts	(6,128)	22,153
Purchase of property	(6,070)	(11,350)
NET INCREASE (DECREASE) IN CASH	(14,281)	15,211
CASH, BEGINNING OF YEAR	30,530	15,319
CASH, END OF YEAR	$ 16,249	$ 30,530

WHISPERING PINES II
(FORMERLY: EPPING SENIOUR HOUSING ASSOCIATES LIMITED PARTNERSHIP)
(PROJECT NO. A199991-046)

SCHEDULES OF RESTRICTED CASH RESERVES AND ESCROWS
FOR THE YEARS ENDED JULY 31, 2022 AND 2021

DESCRIPTION OF FUND:		Deposits		Withdrawals	
Restricted Accounts:	Balance Beginning of Year	Funding of Reserves	Interest Earned	Expenditures	Balance End of Year
For the Year Ended July 31, 2022					
Operating reserve	$ 79,373	$ -	$ 122	$ -	$ 79,495
Insurance escrow	2,911	6,443	5	(6,239)	3,120
Tax escrow	5,228	19,010	9	(19,288)	4,959
Replacement reserve	21,712	11,850	36	(5,820)	27,778
TOTAL RESTRICTED CASH RESERVES AND ESCROWS	$ 109,224	$ 37,303	$ 172	$ (31,347)	$ 115,352
For the Year Ended July 31, 2021					
Operating reserve	$ 79,253	$ -	$ 120	$ -	$ 79,373
Insurance escrow	2,791	7,840	7	(7,727)	2,911
Tax escrow	8,531	28,375	21	(31,699)	5,228
Replacement reserve	40,591	10,200	63	(29,142)	21,712
TOTAL RESTRICTED CASH RESERVES AND ESCROWS	$ 131,166	$ 46,415	$ 211	$ (68,568)	$ 109,224

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

WHISPERING PINES II
(FORMERLY: EPPING SENIOUR HOUSING ASSOCIATES LIMITED PARTNERSHIP)
(PROJECT NO. A199991-046)

SCHEDULES OF SURPLUS CASH
FOR THE YEARS ENDED JULY 31, 2022 AND 2021

	2022	2021
Net loss	$ (17,324)	$ (13,998)
Add:		
Depreciation	17,494	16,421
Expenditures from reserve accounts not capitalized	-	29,142
Deduct:		
Interest income from reserve accounts	(172)	(211)
Required principal payments	(6,537)	(6,312)
Required payments to replacement reserves	(11,850)	(10,200)
Add other NHHFA approved items:		
Investor services fee	6,120	-
Cash surplus (deficit)	$ (12,269)	$ 14,842

WHISPERING PINES II
(FORMERLY: EPPING SENIOUR HOUSING ASSOCIATES LIMITED PARTNERSHIP)
(PROJECT NO. A199991-046)

YEAR-TO-DATE COMPLIATION OF OWNERS' FEE/DISTRIBUTION
FOR THE YEARS ENDED JULY 31, 2022 AND 2021

Year	Maximum Allowable Distribution	Distributions Received	Balance
12/31/2001	$ 243,855	$ -	$ 243,855
12/31/2002	243,855	-	487,710
12/31/2003	243,855	5,895	725,670
12/31/2004	243,855	7,200	962,325
12/31/2005	243,855	-	1,206,180
12/31/2006	243,855	6,120	1,443,915
12/31/2007	243,855	-	1,687,770
12/31/2008	243,855	-	1,931,625
12/31/2009	243,855	-	2,175,480
12/31/2010	243,855	-	2,419,335
12/31/2011	243,855	-	2,663,190
12/31/2012	243,855	-	2,907,045
12/31/2013	243,855	7,200	3,143,700
12/31/2014	243,855	-	3,387,555
12/31/2015	243,855	-	3,631,410
7/31/2016	142,249	-	3,773,659
7/31/2017	243,855	-	4,017,514
7/31/2018	243,855	-	4,261,369
7/31/2019	243,855	-	4,505,224
7/31/2020	243,855	-	4,749,079
7/31/2021	243,855	-	4,992,934
7/31/2022	243,855	-	5,236,789

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

J.B. MILETTE MANOR
(FORMERLY: J.B. MILETTE LIMITED PARTNERSHIP)

STATEMENTS OF FINANCIAL POSITION
JULY 31, 2022 AND 2021

ASSETS

	2022	2021
CURRENT ASSETS		
Cash	$ 20,017	$ 17,999
Prepaid expenses	10,768	9,077
Total current assets	30,785	27,076
RESTRICTED CASH		
Tax escrow	6,556	6,552
Replacement reserves	115,584	99,929
Operating reserves	70,051	70,015
Total restricted cash	192,191	176,496
PROPERTY		
Land	176,000	176,000
Buildings and improvements	1,174,605	1,157,330
Total property	1,350,605	1,333,330
Less accumulated depreciation	185,773	153,032
Property, net	1,164,832	1,180,298
OTHER ASSETS		
Tenant security deposits	18,408	16,746
TOTAL ASSETS	$ 1,406,216	$ 1,400,616

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	3,944	2,203
Accrued expenses	1,105	1,081
Total current liabilities	5,049	3,284
LONG TERM LIABILITIES		
Due to affiliate	119,202	49,710
Mortgage note payable	270,000	1,170,000
Tenant security deposits	18,408	16,763
Total long term liabilities	407,610	1,236,473
Total liabilities	412,659	1,239,757
NET ASSETS WITHOUT DONOR RESTRICTIONS	993,557	160,859
TOTAL LIABILITITES AND NET ASSETS	$ 1,406,216	$ 1,400,616

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

J.B. MILETTE MANOR
(FORMERLY: J.B. MILETTE LIMITED PARTNERSHIP)

STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED JULY 31, 2022 AND 2021

	2022	2021
INCOME		
Rental income	$ 195,796	$ 206,568
Interest income	10	15
Interest income restricted	93	118
Other income	985	1,527
Total income	196,884	208,228
OPERATING EXPENSES		
Administrative	74,425	53,300
Utilities	59,878	61,643
Maintenance	59,321	48,678
General	37,821	34,420
Total operating expenses	231,445	198,041
INCOME BEFORE DEPRECIATION AND FORGIVENESS OF DEBT	(34,561)	10,187
Depreciation	(32,741)	(31,755)
Forgiveness of debt	900,000	-
CHANGE IN NET ASSETS	832,698	(21,568)
NET ASSETS, BEGINNING OF YEAR	160,859	182,427
NET ASSETS, END OF YEAR	$ 993,557	$ 160,859

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

J.B. MILETTE MANOR
(FORMERLY: J.B. MILETTE LIMITED PARTNERSHIP)

SCHEDULES OF RENTAL OPERATIONS EXPENSES
FOR THE YEARS ENDED JULY 31, 2022 AND 2021

	2022	2021
ADMINISTRATIVE EXPENSES		
Management fee	$ 17,688	$ 17,688
Salaries and wages	42,968	27,751
Fringe benefits	3,843	3,582
Legal	4,563	20
Telephone	1,540	1,446
Other administrative expenses	3,823	2,813
Total administrative expenses	74,425	53,300
UTILITIES		
Electricity	30,929	33,466
Fuel	15,424	14,900
Water and sewer	11,912	11,865
Other utility expense	1,613	1,412
Total utility expenses	59,878	61,643
MAINTENANCE		
Trash removal	2,969	2,862
Snow removal	9,360	7,971
Elevator repairs and contract	5,789	6,238
Custodial supplies	826	1,115
Repairs, materials	33,772	26,098
Repairs, contract	6,605	4,394
Total maintenance expense	59,321	48,678
DEPRECIATION	32,741	31,755
GENERAL EXPENSE		
Real estate taxes	21,938	22,098
Payroll taxes	3,281	2,121
Retirement benefits	2,077	645
Workman's compensation	1,487	1,120
Insurance	9,038	8,436
Total general expense	37,821	34,420
TOTAL RENTAL OPERATIONS EXPENSES	$ 264,186	$ 229,796

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

J.B. MILETTE MANOR
(FORMERLY: J.B. MILETTE LIMITED PARTNERSHIP)

SCHEDULES OF RECEIPTS AND DISBURSEMENTS
FOR THE YEARS ENDED JULY 31, 2022 AND 2021

	2022	2021
SOURCES OF FUNDS:		
Rental operations		
INCOME		
Tenant paid rent	$ 172,359	$ 186,697
HAP rent subsidy	23,437	19,871
Total rental receipts	195,796	206,568
Interest income	10	15
Service income	985	1,527
Total rental operations receipts	196,791	208,110
EXPENSES		
Administrative	74,686	52,844
Utilities	60,838	61,643
Maintenance	56,276	49,371
General	39,512	34,420
Total rental operations disbursements	231,312	198,278
CASH PROVIDED BY (USED IN) RENTAL OPERATIONS	(34,521)	9,832
OTHER DISBURSEMENTS		
Net receipts (payments) from management agent	69,492	3,876
Net withdrawals (deposits) from reserve accounts	(15,695)	(15,600)
Transfer to tenant security deposit account	17	2
Purchase of property	(17,275)	-
NET INCREASE (DECREASE) IN CASH	2,018	(1,890)
CASH, BEGINNING OF YEAR	17,999	19,889
CASH, END OF YEAR	$ 20,017	$ 17,999

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

J.B. MILETTE MANOR
(FORMERLY: J.B. MILETTE LIMITED PARTNERSHIP)

SCHEDULES OF RESTRICTED CASH RESERVES AND ESCROWS
FOR THE YEARS ENDED JULY 31, 2022 AND 2021

DESCRIPTION OF FUND:		Deposits		Withdrawals	
Restricted Accounts:	Balance Beginning of Year	Funding of Reserves	Interest Earned	Expenditures	Balance End of Year
For the Year Ended July 31, 2022					
Operating reserve	$ 70,015	$ -	$ 36	$ -	$ 70,051
Tax escrow	6,552	-	4	-	6,556
Replacement reserve	99,929	15,600	55	-	115,584
TOTAL RESTRICTED CASH RESERVES AND ESCROWS	$ 176,496	$ 15,600	$ 95	$ -	$ 192,191
For the Year Ended July 31, 2021					
Operating reserve	$ 69,966	$ -	$ 49	$ -	$ 70,015
Tax escrow	6,548	-	4	-	6,552
Replacement reserve	84,264	15,600	65	-	99,929
TOTAL RESTRICTED CASH RESERVES AND ESCROWS	$ 160,778	$ 15,600	$ 118	$ -	$ 176,496

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

J.B. MILETTE MANOR
(FORMERLY: J.B. MILETTE LIMITED PARTNERSHIP)

SCHEDULES OF SURPLUS CASH
FOR THE YEARS ENDED JULY 31, 2022 AND 2021

	2022	2021
Net income (loss)	$ 832,698	$ (21,568)
Add:		
Depreciation	32,741	31,755
Deduct:		
Interest income from reserve accounts	(93)	(118)
Required payments to replacement reserves	(15,600)	(15,600)
Add other NHHFA approved items:		
Forgiveness of debt income	(900,000)	-
Cash deficit	$ (50,254)	$ (5,531)

SHERBURNE WOODS
(FORMERLY: SNHS DEERFIELD ELDERLY HOUSING LIMITED PARTNERSHIP)
(PROJECT NO. HAP PBA 901-02-05)

STATEMENTS OF FINANCIAL POSITION
JULY 31, 2022 AND 2021

ASSETS

	2022	2021
CURRENT ASSETS		
Cash	$ 99,295	$ 80,916
Prepaid expenses	8,701	7,851
Total current assets	107,996	88,767
RESTRICTED CASH		
Insurance escrow	2,761	3,046
Tax escrow	6,414	6,707
Replacement reserves	207,873	180,572
Operating reserves	68,049	67,945
Total restricted cash	285,097	258,270
PROPERTY		
Land	211,000	211,000
Buildings and improvements	932,700	907,200
Total property	1,143,700	1,118,200
Less accumulated depreciation	99,515	75,935
Property, net	1,044,185	1,042,265
OTHER ASSETS		
Tenant security deposits	16,261	15,517
TOTAL ASSETS	$ 1,453,539	$ 1,404,819

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Current portion of mortgage note payable	$ 18,908	$ 17,642
Accounts payable	29,355	2,214
Accrued expenses	823	38
Deferred revenue	11,695	-
Total current liabilities	60,781	19,894
LONG TERM LIABILITIES		
Due to affiliate	84,358	94,862
Mortgage note payable, less current portion as shown above	832,715	851,614
Tenant security deposits	16,261	15,467
Total long term liabilities	933,334	961,943
Total liabilities	994,115	981,837
NET ASSETS WITHOUT DONOR RESTRICTIONS	459,424	422,982
TOTAL LIABILITIES AND NET ASSETS	$ 1,453,539	$ 1,404,819

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

SHERBURNE WOODS
(FORMERLY: SNHS DEERFIELD ELDERLY HOUSING LIMITED PARTNERSHIP)
(PROJECT NO. HAP PBA 901-02-05)

STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED JULY 31, 2022 AND 2021

	2022	2021
INCOME		
Rental income	$ 267,614	$ 266,018
Interest income	44	53
Interest income restricted	435	370
Other income	3,876	3,960
Total income	271,969	270,401
OPERATING EXPENSES		
Administrative	45,122	29,540
Utilities	35,470	34,566
Maintenance	76,135	89,353
General	32,936	32,537
Total operating expenses	189,663	185,996
INTEREST EXPENSE	22,284	23,473
INCOME BEFORE DEPRECIATION	60,022	60,932
Depreciation	23,580	23,580
CHANGE IN NET ASSETS	36,442	37,352
NET ASSETS, BEGINNING OF YEAR	422,982	385,630
NET ASSETS, END OF YEAR	$ 459,424	$ 422,982

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

SHERBURNE WOODS
(FORMERLY: SNHS DEERFIELD ELDERLY HOUSING LIMITED PARTNERSHIP)
(PROJECT NO. HAP PBA 901-02-05)

SCHEDULES OF RENTAL OPERATIONS EXPENSES
FOR THE YEARS ENDED JULY 31, 2022 AND 2021

	2022	2021
ADMINISTRATIVE EXPENSES		
Advertising	$ 63	$ 25
Management fee	18,000	18,000
Salaries and wages	13,605	1,909
Fringe benefits	2,476	104
Legal	506	284
Telephone	2,180	2,372
Other administrative expenses	8,292	6,846
Total administrative expenses	45,122	29,540
UTILITIES		
Electricity	20,171	20,810
Fuel	9,093	7,886
Water and sewer	5,064	4,339
Other utility expense	1,142	1,531
Total utility expenses	35,470	34,566
MAINTENANCE		
Trash removal	3,007	2,789
Snow removal	27,185	28,761
Custodial supplies	396	-
Repairs, materials	31,512	37,218
Repairs, contract	14,035	20,585
Total maintenance expense	76,135	89,353
INTEREST	22,284	23,473
DEPRECIATION	23,580	23,580
GENERAL EXPENSE		
Real estate taxes	25,449	26,926
Payroll taxes	1,041	146
Retirement benefits	50	144
Workman's compensation	701	105
Insurance	5,695	5,216
Total general expense	32,936	32,537
TOTAL RENTAL OPERATIONS EXPENSES	$ 235,527	$ 233,049

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

SHERBURNE WOODS
(FORMERLY: SNHS DEERFIELD ELDERLY HOUSING LIMITED PARTNERSHIP)
(PROJECT NO. HAP PBA 901-02-05)

SCHEDULES OF RECEIPTS AND DISBURSEMENTS
FOR THE YEARS ENDED JULY 31, 2022 AND 2021

	2022	2021
SOURCES OF FUNDS:		
Rental operations		
INCOME		
Tenant paid rent	$ 137,382	$ 123,489
HAP rent subsidy	141,927	142,529
Total rental receipts	279,309	266,018
Interest income	44	53
Service income	2,435	2,670
Other income	1,441	1,290
Total rental operations receipts	283,229	270,031
EXPENSES		
Administrative	45,102	29,444
Utilities	33,401	34,566
Maintenance	75,290	87,482
General	33,759	32,537
Interest	22,284	23,473
Total rental operations disbursements	209,836	207,502
CASH PROVIDED BY RENTAL OPERATIONS BEFORE AMORTIZATION OF MORTGAGE	73,393	62,529
AMORTIZATION OF MORTGAGE	(17,633)	(16,445)
CASH PROVIDED BY RENTAL OPERATIONS AFTER DEBT SERVICE	55,760	46,084
OTHER DISBURSEMENTS		
Net receipts (payments) from management agent	(10,504)	(38,652)
Net withdrawals (deposits) from reserve accounts	(26,827)	(27,326)
Transfer tenant security deposits	(50)	-
NET INCREASE (DECREASE) IN CASH	18,379	(19,894)
CASH, BEGINNING OF YEAR	80,916	100,810
CASH, END OF YEAR	$ 99,295	$ 80,916

SHERBURNE WOODS
(FORMERLY:SNHS DEERFIELD ELDERLY HOUSING LIMITED PARTNERSHIP)
(PROJECT NO.HAP PBA 901-02-05

SCHEDULES OF RESTRICTED CASH RESERVES AND ESCROWS
FOR THE YEARS ENDED JULY 31, 2022 AND 2021

DESCRIPTION OF FUND:		Deposits		Withdrawals	
Restricted Accounts:	Balance Beginning of Year	Funding of Reserves	Interest Earned	Expenditures	Balance End of Year
For the Year Ended July 31, 2022					
Operating reserve	$ 67,945	$ -	$ 104	$ -	$ 68,049
Insurance escrow	3,046	5,230	5	(5,520)	2,761
Tax escrow	6,707	26,828	25	(27,146)	6,414
Replacement reserve	180,572	27,000	301	-	207,873
TOTAL RESTRICTED CASH RESERVES AND ESCROWS	$ 258,270	$ 59,058	$ 435	$ (32,666)	$ 285,097
For the Year Ended July 31, 2021					
Operating reserve	$ 67,842	$ -	$ 103	$ -	$ 67,945
Insurance escrow	3,480	5,219	7	(5,660)	3,046
Tax escrow	5,927	27,749	13	(26,982)	6,707
Replacement reserve	153,325	27,000	247	-	180,572
TOTAL RESTRICTED CASH RESERVES AND ESCROWS	$ 230,574	$ 59,968	$ 370	$ (32,642)	$ 258,270

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

SHERBURNE WOODS
(FORMERLY: SNHS DEERFIELD ELDERLY HOUSING LIMITED PARTNERSHIP)
(PROJECT NO. HAP PBA 901-02-05)

SCHEDULES OF SURPLUS CASH
FOR THE YEARS ENDED JULY 31, 2022 AND 2021

	2022	2021
Net income	$ 36,442	$ 37,352
Add:		
Depreciation	23,580	23,580
Deduct:		
Interest income from reserve accounts	(435)	(370)
Required principal payments	(17,633)	(16,445)
Required payments to replacement reserves	(27,000)	(27,000)
Surplus cash	$ 14,954	$ 17,117

SHERBURNE WOODS
(FORMERLY:SNHS DEERFIELD ELDERLY HOUSING LIMITED PARTNERSHIP)
(PROJECT NO.HAP PBA 901-02-05

YEAR-TO-DATE COMPLIATION OF OWNERS' FEE/DISTRIBUTION
FOR THE YEARS ENDED JULY 31, 2022 AND 2021

Year	Maximum Allowable Distribution	Distributions Received	Balance
12/31/2003	$ 113,850	$ -	$ 113,850
12/31/2004	113,850	-	227,700
12/31/2005	113,850	-	341,550
12/31/2006	113,850	-	455,400
12/31/2007	113,850	-	569,250
12/31/2008	113,850	-	683,100
12/31/2009	113,850	-	796,950
12/31/2010	113,850	-	910,800
12/31/2011	113,850	-	1,024,650
12/31/2012	113,850	-	1,138,500
12/31/2013	113,850	-	1,252,350
12/31/2014	113,850	-	1,366,200
12/31/2015	113,850	-	1,480,050
12/31/2016	113,850	-	1,593,900
12/31/2017	113,850	-	1,707,750
7/31/2018	66,413	-	1,774,163
7/31/2019	113,850	-	1,888,013
7/31/2020	113,850	-	2,001,863
7/31/2021	113,850	-	2,115,713
7/31/2022	113,850	-	2,229,563

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JULY 31, 2022

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	214NH703W1003		$ 1,320,366
Child and Adult Care Food Program	10.558	State of NH, Department of Education			738,731
Food Distribution Cluster					
Commodity Supplemental Food Program	10.565	Community Action Program Belknap-Merrimack Counties	202120Y800544		27,550
Child Nutrition Cluster					
Summer Food Service Program for Children	10.559	State of NH, Department of Education			130,817
Total U.S. Department of Agriculture					$ 2,217,464
U.S. Department of Housing and Urban Development					
Emergency Solutions Grant Program	14.231	State of NH, DHHS, Bureau of Homeless & Housing	E-21-DC-33-0001		$ 71,544
Section 8 Project-Based Cluster					
Section 8 Moderate Rehabilitation Single Room Occupancy	14.249				552,949
Total U.S. Department of Housing and Urban Development					$ 624,493
U.S. Department of Labor					
WIOA Cluster					
WIOA Adult Program	17.258	State of NH, Dept of Resources and Economic Development	02-6000618		$ 2,208,527
Total U.S. Department of Labor/WIOA Cluster					$ 2,208,527
U.S. Department of Education					
Adult Education - Basic Grants to States	84.002	State of NH, Department of Education	67011-ABE Manchester	$ 64,035	
Adult Education - Basic Grants to States	84.002	State of NH, Department of Education	67011-ABE Portsmouth	60,310	124,345
Total U.S. Department of Education					$ 124,345
U.S. Department of Treasury					
Emergency Rental Assistance Program	21.023	City of Manchester	B-20-MW-33-0001	$ 1,654	
Emergency Rental Assistance Program	21.023	New Hampshire Housing Authority	ERA0012 AND ERA0435	56,359,262	
Emergency Rental Assistance Program	21.023	New Hampshire Housing Authority	ERAE0019	37,378,952	
Emergency Rental Assistance Program	21.023	New Hampshire Housing Authority	ERA0012 AND ERA0435	647,367	94,387,235
Total U.S. Department of Treasury					$ 94,387,235

See Notes to Schedule of Expenditures of Federal Awards

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JULY 31, 2022

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	ASSISTANCE LISTING NUMBER	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S NUMBER		FEDERAL EXPENDITURE
Corporation for National and Community Services					
Retired and Senior Volunteer Program	94.002		20SRANH002		$ 103,204
Total Corporation for National and Community Services					$ 103,204
U.S. Department of Energy					
Weatherization Assistance for Low-Income Persons	81.042	State of NH, Office of Energy & Planning	DE-EE0007935		$ 764,316
Total U.S. Department of Energy					$ 764,316
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	18AANHT355	$ 14,866	
ARPA-Title III, Part B, Grants for Supportive Service	93.044	State of NH, Office of Energy & Planning	18AANHT355	8,397	$ 23,263
Temporary Assistance for Needy Families	93.558	State of NH, DHHS	18NHTANF	669,161	
Temporary Assistance for Needy Families	93.558	State of NH, DHHS	18NHTANF	1,521,299	2,190,460
Low Income Home Energy Assistance (Fuel Assistance)	93.568	State of NH, Office of Energy & Planning	2101NHLIEA & 2101NHLIEA	4,871,686	
CV-Low Income Home Energy Assistance (Fuel Assistance)	93.568	State of NH, Office of Energy & Planning	2001NHE5C3	164,146	
ARPA-Low Income Home Energy Assistance (Fuel Assistance)	93.568	State of NH, Office of Energy & Planning	LIHEAP ARP22 & LIHEAP-US-DHHS	7,618,990	
Low Income Home Energy Assistance (BWP)	93.568	State of NH, Office of Energy & Planning	2101NHLIEA	658,598	13,313,420
Community Services Block Grant	93.569	State of NH, DHHS	G-19B1NHCOSR	1,385,732	
CV- Community Services Block Grant	93.569	State of NH, DHHS	2001NHCSC3	130,818	1,516,550
Community Services Block Grant - Discretionary	93.570	State of NH, DHHS	G-19B1NHCOSR		48,397
Head Start Cluster					
Head Start/Early Head Start	93.600		01CH01060204	7,015,968	
Early Head Start Childcare Partnership	93.600		01HP00024101 & 01HP00024101C3	23,643	
CV-Early Head Start	93.600		01CH01060202C3	4,523	
CV-Head Start	93.600		01HE0004740101	199,278	
ARPA-Head Start/Early Head Start	93.600		01HE0004740101	313,569	7,556,981

See Notes to Schedule of Expenditures of Federal Awards

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JULY 31, 2022

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)					
CCDF Cluster					
Child Care and Development Block Grants	93.575	State of NH, DSSH	2101NHCCDF	1,386,143	
CRSSA-Child Care and Development Block Grants	93.575	State of NH, DSSH		127	
ARPA-Child Care and Development Block Grants	93.575	State of NH, DSSH	2101NHCCDF	80,676	
Child Care Mandatory Matching Funds	93.596	State of NH, DSSH	2101NHCCDF	557,701	2,024,647
Preschool Development Grant Birth through five	93.434	University of New Hampshire	90TP0060		64,665
Total U.S. Department of Health & Human Services					$ 26,738,383
U.S. Department of Homeland Security					
Emergency Food and Shelter National Board Program	97.024	Regional United Way Agency			$ 18,397
Total U.S. Department of Homeland Security					$ 18,397
TOTAL					$ 127,186,364

See Notes to Schedule of Expenditures of Federal Awards

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE YEAR ENDED JULY 31, 2022

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of Southern New Hampshire Services, Inc. and Affiliate under programs of the federal government for the year ended July 31, 2022. 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 Southern New Hampshire Services, Inc. and Affiliate, 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

Southern New Hampshire Services, Inc. and Affiliate has elected not to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 4 SUBRECIPIENTS

Southern New Hampshire Services, Inc. had no subrecipients for the year ended July 31, 2022.

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

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

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
Southern New Hampshire Services, Inc. and Affiliate

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 combined financial statements of Southern New Hampshire Services, Inc. and Affiliate (a New Hampshire nonprofit organization), which comprise the statement of financial position as of July 31, 2022, and the related statements of activities, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated February 2, 2023.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the combined financial statements, we considered Southern New Hampshire Services, Inc. and Affiliate's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Southern New Hampshire Services, Inc. and Affiliate's internal control. Accordingly, we do not express an opinion on the effectiveness of Southern New Hampshire Services, Inc. and Affiliate'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 a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's 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 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 or significant deficiencies may exist that were not identified.

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Southern New Hampshire Services, Inc. and Affiliate's combined financial statements are free from 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 financial statements. 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

Dover, New Hampshire
February 2, 2023

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

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

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
Southern New Hampshire Services, Inc. and Affiliate

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Southern New Hampshire Services, Inc. and Affiliate's compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of Southern New Hampshire Services, Inc. and Affiliate's major federal programs for the year ended July 31, 2022. Southern New Hampshire Services, Inc. and Affiliate's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, Southern New Hampshire Services, Inc. and Affiliate complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended July 31, 2022.

Basis for Opinion on Each Major Federal Program

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 the audit 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). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Southern New Hampshire Services, Inc. and Affiliate and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of Southern New Hampshire Services, Inc. and Affiliate's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to Southern New Hampshire Services, Inc. and Affiliate's federal programs.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Southern New Hampshire Services, Inc. and Affiliate's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about Southern New Hampshire Services, Inc. and Affiliate's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Southern New Hampshire Services, Inc. and Affiliate's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of Southern New Hampshire Services, Inc. and Affiliate's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances 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 Southern New Hampshire Services, Inc. and Affiliate's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

Report on 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 a 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 Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

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

Dover, New Hampshire
February 2, 2023

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JULY 31, 2022

SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the combined financial statements of Southern New Hampshire Services, Inc. and Affiliate were prepared in accordance with GAAP.

2. No significant deficiencies disclosed during the audit of the combined 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 combined financial statements of Southern New Hampshire Services, Inc. and Affiliate, 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 Southern New Hampshire Services, Inc. and Affiliate 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; Head Start, ALN 93.600, Community Services Block Grant, ALN 93.569; and U.S. Department of Treasury; and Emergency Rental Assistance Program, ALN 21.023;

8. The threshold for distinguishing Type A and B programs was $3,000,000.

9. Southern New Hampshire Services, Inc. and Affiliate was determined to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

None

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED JULY 31, 2022

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 July 31, 2021.

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

Southern New Hampshire Services, Inc.
Board of Directors
May 2023

Senator Lou D'Allesandro, Chairman
Dr. Kevin Moriarty, Vice Chairman
Thomas Mullins, Esq., Treasurer
Orville Kerr, Secretary
Representative Sherm Packard
Commissioner Toni Pappas
James Brown
Molliy Driver
Carrie Marshall Gross
Anna Hamel
Bonnie Henault
Wanda Kennerson
Kathleen Mackin
German Ortiz
Peter Ramsey

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

DONNALEE LOZEAU

Community/Civic Involvement- Current

- NH Community Action Partnership
- HB4 Cliff Effect Working Group, Co-chair
- Governor's Office for Emergency Relief and Recovery Stakeholders Advisory Board, Chair
- Whole Family Approach to Jobs NH Chapter, Co-chair
- St. Joseph Hospital Board of Directors, Quality Council Chair
- St. Mary's Bank Supervisory Committee, Chair
- NH Healthy Families Board of Directors
- Mary's House Advisory Board
- The Plus Company
- NH Tomorrow Leadership Council
- Community College System of NH s
- American Council of Young Political Leaders, Alumni Member
- State Workforce Innovation Board

Community/Civic Involvement– Past

- Reaching Higher NH
- NH Center for Public Policies Studies
- Governor's Judicial Selection Commission
- Big Brothers Big Sisters Board of Directors, Past President
- Greater Nashua Dental Connection BOD, Founding Member
- Great American Downtown, Founding Member
- Domestic Violence Coordinating Council Nashua
- US Conference of Mayors
- No Labels
- Fix the Debt
- NH Center for Public Policy Studies
- Greater Nashua Chamber of Commerce, Director
- Greater Nashua Workforce Housing Coalition, Founding Member

EXPERIENCE

Southern New Hampshire Services, Inc. (www.SNHS.org) Manchester, NH (January 2016-Present)

Chief Executive Officer

- Development and oversight of Community Action Partnership serving NH's two largest counties, Hillsborough and Rockingham
- Cooperation and engagement with local, state and federal agencies and organizations on issues and programs that intersect with the Community Action Mission
- Work to fundamentally enhance the delivery of service to targeted community to wrap services around clients and streamline the application process by implementing the Whole Family Approach

City of Nashua, New Hampshire (2008-2016) – Elected

Mayor

- Full time overall day to day management and operations of 2nd largest city in the state of NH with development and implementation of $245 million dollar (2016) annual budget
- Worked with elected boards including Board of Aldermen; Public Works; Board of Education and others to prioritize and balance budget requirements and the needs of the community
- Chaired Board of Public Works and the Finance Committee
- Successfully negotiated the City's purchase of the publicly traded water company (Pennichuck) after a prolonged case before the NHPUC and the NH Supreme Court

Southern New Hampshire Services, Inc. (1993 – 2008) Manchester, NH

Director of Program and Community Development

- Assessed the need for services throughout Hillsborough County through community outreach by developing partnerships, collaborations and new initiatives with service providers and businesses
- Negotiated purchases and contracts and presented projects before local boards, commissions and departments relative to housing, support services and economic development
- Designed and implemented strategies for developing working relationships with town and city officials, local service providers and appropriate private sector officials in order to project a positive image of Southern New Hampshire Services, Inc.
- Founded Mary's House 40 units of housing for homeless women and developed 219 units of Elderly Housing
- Pioneered initiatives for the Community Corrections and Academy Programs
- Expanded Head Start Services and developed the program and secured the site for Economic Opportunity Center

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

Past Community/Civic Involvement Continued

- Greater Nashua Asset Building Coalition, Founding Member
- New Hampshire Charitable Foundation State Board, Member
- Eagle Board of Review

Education and Training

- CCAP, Certified Community Action Professional
- CCAP Proctor
- Rivier College, Nashua- Undergraduate work in Political Science
- Restaurant Management Institute
- Mediation and Alternative Dispute Resolution Training
- Leadership Institute, Aspen
- Justice of the Peace

NH State Representative, Hillsborough County, District 30 (1984 – 2000)-Elected

Deputy Speaker of the NH House of Representatives (1996 – 2000)

- Addressed constituent concerns
- Assisted Non-Profit organizations and local businesses with governmental concerns and steering legislation through the political process by working with members and leadership in the NH House of Representatives and the NH Senate and representatives of the Executive and Judicial branches
- Managed floor debates and supervised House Calendar content
- Responsible for functions of the House on behalf of or in the absence of the Speaker

Committee Assignments:

- House Rules Committee, Vice Chairman
- House Legislative Administration Committee
- Joint Facilities Committee
- New Member Orientation, Chair
- House Corrections and Criminal Justice Committee, Vice Chairman
- House Judiciary Committee
- Criminal Justice Sub-Committee, Chairman
- State and Federal Relations Committee

Appointments:

- Joint Legislative Performance Audit and Oversight Committee
- Juvenile Justice Commission, Chairman
- Supreme Court Guardian Ad Litem Committee
- Superior Court Alternative Dispute Resolution Committee
- Work Force Opportunity Council
- Interbranch Criminal and Juvenile Justice Council
  - Subcommittee on Offenders, Chairman
  - Space and Prison Programming
  - Juveniles Subcommittee, Co-Chair
- National Conference of State Legislatures Law and Justice. Vice Chair
- Council of State Governments Intergovernmental Affairs, Corrections and Public Safety

City Streets Restaurant, (1986-1991)
City Streets Diner, (2000 – 2003) Nashua, NH Co-Owner/Operator

- Operated 450 seat restaurant and banquet facility and effectively managed financial accounts, staff and licensing requirements

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

JAMES M. CHAISSON

SUMMARY

Dedicated accounting professional with 8 years of non-profit experience and over 20 years of broad experience in manufacturing, distribution, reorganizations, mergers and acquisitions, sales/operations planning/forecasting and establishing & monitoring performance metrics in a manufacturing environment. Experienced in private and public corporations, including 8 years in a private equity environment with a strong focus on equity sponsor communication and liquidity management. Complete knowledge of P&L, balance sheet, cash flow and cost accounting. Proven skills at staff leadership, training and development in a team environment. Professional Experience:

- Fiscal Officer in nonprofit organization
- Controller in MFG & Distribution
- Treasury and Cash Flow Management
- Financial & Capital Budgeting, Reporting & Control
- Cost Accounting Manager
- General Accounting Manager
- Business Performance Metric Establishment and Measurement

PROFESSIONAL EXPEIRENCE

Southern New Hampshire Services, Manchester, NH — 5/2009-Present

Southern New Hampshire Services (SNHS) is a non-profit entity dedicated to helping people help themselves. SNHS accomplishes this through a variety of programs offered at centers, offices, clinics, and intake sights located throughout Rockingham and Hillsborough counties. The agency also oversees 29 housing facilities with approximately 1000 tenants. SNHS receives and administers $36 million in program funds annually with over 450 employees.

Chief Fiscal Officer — **1/2017 to Present**

- Oversee financial and accounting compliance, maintaining controls and managing potential business risks
- Manage the annual budget process and analysis activities
- Prepare presentation for Board of Directors meetings presenting the organization's financial results
- Develop and maintain banking relationships
- Manage the Annual Audit process

Senior Accountant — **5/2009-1/2017**

Assisted Fiscal Director in overseeing all fiscal and financial activities including compliance with federal, state, and funding source requirements as well as accordance with GAAP

- Developed and implemented indirect cost calculation and interfaced with General Ledger
- Monitored and prepared monthly budget vs actual reporting; recommended adjustments and forecast spending
- Created specialized reports for the individual grant's reporting requirements
- Designed allocation methods for properly billing shared items to individual grants and programs
- Prepared monthly agency program reviews for Fiscal Director's Board of Directors review

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

WOOD STRUCTURES, INC. Biddeford, ME 2001-4/2009

WSI, is a highly leveraged business owned by Roark Capital, a private equity fund, headquartered in Atlanta, GA. WSI is a $70 million manufacturer of roof and floor trusses, wall panels and a distributor of engineered wood products. The company's products are sold into the residential and light commercial construction markets

Controller 2006-4/2009

Managed all aspects of accounting and reporting in a truss manufacturing plant as well as an engineered wood products distribution location that included 2 locations in Maine and 1 in Massachusetts.

- Calculated and assisted in the management of the company's covenants
- Worked closely with senior management during the sale process from the seller (Harbour Group) and buyer (Roark Capital)
- Identified cost drivers and implemented process changes to reduce the monthly closing cycle from 18 to 5 days
- Conducted monthly reviews with the managers on financial results and measurement
- Oversaw the payroll function of 160+ employees

Accounting Manager 2001-2006

Recruited to company to restore financial controls and establish best practices concerning both general ledger and cost accounting processes. Responsible for overseeing the accounting of 2 locations in Maine and 1 in Alabama.

- Established the reporting protocols of the company used by both equity sponsors
- Educated, motivated and developed a staff of 3 to succeed in their rolls of financial responsibility
- Identified and implemented processes and procedures for all intercompany sales, transfers, consolidation and eliminations
- Streamlined the payroll process that included transferring to an external supplier (ADP), which reduced cost by 40%
- Conducted physical inventories and defined their policies and procedure at all locations.

VISHAY SPRAGUE, Sanford, ME 1978-2001

Vishay Sprague is a division of Vishay Intertechnology Inc. (NYSEL VSH) a global manufacturer of discrete semiconductors and passive electronic components. The Sprague Division manufactures solid tantalum capacitors with annual sales of $200 million and 1,400 employees.

Plant Cost Accounting Manager	1997-2001
Division General Accounting Manager	1995-1997
Division Operation Accountant	1989-1995
Division Fixed Asset Accountant	1987-1989
Master Engineering Technician	1984-1987
Lead Production Technician	1978-1984

EDUCATION

NASSON COLLEGER, Springvale, ME

B.S. in Business Administration

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

RYAN CLOUTHIER

OBJECTIVE

Seeking a leadership role which will allow me the opportunity to utilize and build upon my knowledge and passion for the work performed by Community Action Agencies in the state of New Hampshire, while at the same time being the support and strength for the Communities we serve.

EXPERIENCE

Chief Operating Officer| Southern New Hampshire Services Inc.
FEB. 2018-PRESENT
Serving as part of the Executive Management Team and is responsible for providing inspiring leadership to the Southern New Hampshire Services (SNHS) senior management team and developing a performance culture to ensure the effective management of a comprehensive array of over sixty programs. The Chief Operating Officer will tie the various component programs including: nutrition; housing; energy; workforce development; income enhancement; education; and elderly services to the agency, to each other, and to the general community, by promoting and communicating the mission of Community Action. In conjunction with the Chief Executive Officer and Fiscal Officer the Chief Operating Officer provides the stewardship of SNHS by being actively involved with the agency's high-performance senior leadership team in the development, implementation, and management of the program content as well as annual budgets. Responsible for ensuring that services and programs provided fulfill the agency's mission, and are in compliance with all federal, state, funding, and city regulations, certifications, and licensing requirements.

Energy and Housing Operations Director | Southern New Hampshire Services Inc.
2016 – 2018
Responsible for providing the various SNHS Energy and Crisis programs, Information Technology, Housing and Maintenance programs with mission, vision and leadership. Responsible for the planning, implementation, and evaluation of all facets of fiscal and program management, effectiveness while providing general oversight for all of the program's administration and day-to-day management, including budget management, grant writing and purchasing. Also responsible for maintaining a working relationship with governmental officials, local boards and agencies in developing and managing the programs. In conjunction with the Executive Director and Fiscal Officer this positions provides the stewardship of SNHS by being actively involved with the agency's high-performance senior leadership team in the development, implementation, and management of program content as well as annual budgets. Responsible for ensuring that services and programs provided fulfill the agency's mission and are in compliance with all federal, state, funding, city, certifications, and licensing requirements.

Energy Director | Southern New Hampshire Services Inc.
2013 – 2016
Responsible for coordination, implementation, budgeting, overall supervision and management of the Fuel and Electric Assistance Programs, Crisis Programs, Weatherization Program, Lead Hazard Control Program, and YouthBuild Program for Hillsborough and Rockingham Counties. Develop and Maintain relationships with federal, state and local grantors. Intervene on behalf of the Community Action pertaining to the Core Utility Weatherization Energy Efficiency Programs. Maintains a strong working relationships with OCA, NH Legal Assistance, Office of Strategic Initiative, DOE, Liberty Utilities, Eversource, NHEC, Unitil, NHHFA, NREL, Apprise and other local non-profit and private companies in the industry. Participates in multiple Healthy Home strategic planning committees.

Weatherization Director | Southern New Hampshire Services Inc.
2006-2013
Responsible for coordination, implementation, budgeting, overall supervision and management of the Weatherization, Lead Abatement, and YouthBuild Programs for Hillsborough and Rockingham Counties. Developed and Maintain relationships with federal, state and local grantors. Intervened on behalf of the Community Action Association during the merge of Liberty Energy and National Grid Gas along with filings pertaining to the Core Energy Efficiency Programs. Developed strong working relationships with OCA, NH

Legal Assistance, Office of Energy and Planning, DOE, Liberty Energy, Eversource, NHEC, Unitil, NHHFA, NREL, Apprise and other local non-profit and private companies in the industry. Served on the Department of Energy special task force designed to implement a National Best Practices Manual for JTA/KSA for Weatherization Energy Auditor Certification. Participated in a "One Touch" pilot effort which became a statewide practice and has received national recognition

Energy Auditor | Southern New Hampshire Services Inc.
2004 – 2006
Responsible for performing field energy audits of low income residential properties; record the data in written and computerized formats to determine cost effectiveness of conservation measures needed; generate work order specs for the contractors. Conduct proper follow through and field inspections to assure quality installations and client satisfaction.

Network Analyst | Genuity
2004 – 2006
Responsible for monitoring the Genuity Dial up network supporting AOL Domestic and International subscribers including Japan, USA and Canada. Responsibilities include isolating and troubleshooting problems/outages and configuration issues, on different types of Cisco routers, Lucent APX's, MAX's, and Nortel CVX's. Troubleshooting consists of isolating problems through head to head testing with different Telco's. Also responsible for creating, troubleshooting, and closing tickets in a group ticketing queue. Demonstrated strengths in the areas of interpersonal skills and negotiation.

EDUCATION

2000 NH Community Technical College
1994-1998: Dover High School
Other: Weatherization written and field certification. Department of Energy Quality Control Inspector Certification, multiple national and regional weatherization best practices trainings. Intro to Cisco routers, T1 and T3 design and troubleshooting training. ATM and Frame Relay network design training. LAN and WAN training, OC3, OC48, and OC192 design and troubleshooting training. BPI Energy Analyst. Lead contractor abatement Certification. RRP certification, OSHA 30 hour worker safety, DOE Lead Safe Weatherization certification.

SKILLS

- Problem solving
- New Business Development
- Social Media
- Public Speaking
- Data Analysis/Analytical thinking
- Strategic Planning
- Operations Management
- Contract Negotiations
- Team and Relationship building
- Planning and forecasting
- Budget and Financial management
- Leadership
- Community Assessment
- Computer skills specific to job include, TREAT, NEAT, OTTER, FAP/EAP Microsoft 365, PowerPoint, Outlook, Word, Excel, Web, EmpowOR and CSST and many others that can be beneficial.

ACTIVITIES/ACCOMPLISHMENTS

- Numerous press articles related to Weatherization including visits from the Assistant Secretary of Energy Efficiency from the Department of Energy and Vice President Joe Biden.
- Member of the City of Nashua Healthy Homes Strategic Planning Committee.
- Member of the City of Manchester Healthy Homes Strategic Planning Committee.
- Union Leader 40 under 40 Class of 2015.
- Vice President of the Neighbor helping Neighbor Board.
- Member of the Energy Efficiency and Sustainable Energy Board.
- Member of the Residential Ratepayers Advisory Board.

DocuSign Envelope ID: 5BE7E004-402B-49CB-A9CE-FCF49AB5CC02

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
The Community Action Partnership serving Hillsborough and Rockingham Counties
Mailing Address: PO Box 5040, Manchester, NH 03108
40 Pine Street, Manchester, NH 03013
Telephone: (603) 668-8010 FAX: (603) 645-6734

List of Key Administrative Personnel
May 2023

Title	Name	Annual Salary	Percentage	Amount
Executive Director	Donnalee Lozeau	$207,735	0.00%	0
Deputy Director	Ryan Clouthier	$129,511	0.00%	0
Chief Financial Officer	James Chaisson	$145,200	0.00%	0