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Lori A. Weaver
Commissioner

Iain N. Watt
Interim Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

March 27, 2024

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 Public Health Services, to enter into **Sole Source** amendments to existing contracts, which were originally competitively bid, with the Contractors listed below to add funding to expand supplemental nutritious foods and public health nutrition and breastfeeding support services to financially-eligible pregnant women, postpartum women, infants, and preschool children up to age five years old, by increasing the total price limitation by $29,710 from $6,841,333 to $6,871,043 with no change to the contract completion dates of June 30, 2025, effective upon Governor and Council approval. 100% Federal Funds.

The original contracts were approved by Governor and Council on June 28, 2023, item #73.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Community Action Program Belknap and Merrimack Counties, Inc. Concord, NH	177203	Belknap County Merrimack County Coos County Grafton County	$1,692,844	$13,090	$1,705,934
Greater Seacoast Community Health Somersworth, NH	154703	Carroll County Strafford County	$978,375	$2,026	$980,401
Southern New Hampshire Services, Inc. Manchester, NH	177198	Hillsborough County Rockingham County	$3,392,551	$2,000	$3,394,551

Southwestern Community Services, Inc. Keene, NH	177511	Cheshire County Sullivan County	$777,563	$12,594	$790,157
		Total:	**$6,841,333**	**$29,710**	**$6,871,043**

Funds are available in the following accounts for State Fiscal Years 2024 and 2025, 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.

See attached fiscal details.

EXPLANATION

This request is **Sole Source** because the Department is amending the scope of services and adding funding to these contracts, which were originally competitively bid. The purpose of this request is to provide one-time funds for modernization efforts to increase customer service and user efficiency when providing nutrition and breastfeeding services at statewide WIC clinics. The Contractors will use the funds to implement an e-signature process for streamlining remote appointments, HIPAA compliant survey capability to gain greater insight into customer service efforts, software to enable uploading of eligibility documents, and assistance with translation of education and eligibility materials specific to the community served. These modernization projects will improve communication between program staff and participants.

The Contractors currently provide statewide Special Supplemental Nutrition Program for Women, Infants and Children (WIC), WIC Farmers Market Nutrition Program and Breastfeeding Peer Counseling Program services to eligible women, infants and children. This statewide nutrition program is available to assist eligible low-income families achieve optimal health and improve their dietary intake. The program delivers participant-centered nutrition education and counseling, breastfeeding support and promotion services, supplemental nutrient-dense foods, and referrals to health and social services in a client-centered, supportive environment.

Approximately 13,000 individuals will be served monthly.

The Department will monitor services by ensuring an increase in the number of innovative and modernization activities that WIC clinics adopt to increase access to equitable WIC services, retain eligible participants, and improve participant satisfaction and customer service within the program.

Should the Governor and Executive Council not authorize this request, modernization projects at the local WIC agencies will not be implemented, which will impact the experience of participants and may hinder participation by other eligible families.

Source of Federal Funds: Assistance Listing Number 10.557 FAIN 234NH082M2008.

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

Respectfully submitted,

Lori A. Weaver
Commissioner

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Women, Infant & Children (WIC), Farmers Market Nutrition Program (FMNP), and Breastfeeding Peer Counseling Services (BFPC)
RFP-2023-DPHS-09-SPECI
Fiscal Detail Sheet

Community Action Program Belknap-Merrimack Counties - Vendor Code: 177203-B001

05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF FAMILY HEALTH & NUTRITION, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2024	074-500589	Contracts for Program Services	90006003 (WIC Admin)	$704,925	$0	$704,925
2024	074-500589	Contracts for Program Services	90006041 (WIC OA)	$78,325	$0	$78,325
2024	074-500589	Contracts for Program Services	90006022 (BFPC)	$55,618	$0	$55,618
2024	074-500589	Contracts for Program Services	90006026 (FMNP Admin)	$600	$0	$600
2025	074-500589	Contracts for Program Services	90006003 (WIC Admin)	$715,527	$0	$715,527
2025	074-500589	Contracts for Program Services	90006041 (WIC OA)	$79,503	$0	$79,503
2025	074-500589	Contracts for Program Services	90006022 (BFPC)	$57,746	$0	$57,746
2025	074-500589	Contracts for Program Services	90006026 (FMNP Admin)	$600	$0	$600
			Subtotals:	*$1,692,844*	*$0*	*$1,692,844*

05-95-90-902010-62900000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF FAMILY HEALTH & NUTRITION, WIC MODERNIZATION ARPA 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2024	074-500589	Contracts for Program Services	90006105	$0	$2,970	$2,970
2025	074-500589	Contracts for Program Services	90006105	$0	$10,120	$10,120
			Subtotals:	*$0*	*$13,090*	*$13,090*
			Total	**$1,692,844**	**$13,090**	**$1,705,934**

Greater Seacoast Community Health - Vendor Code: 154703-B001

05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF FAMILY HEALTH & NUTRITION, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2024	074-500589	Contracts for Program Services	90006003 (WIC Admin)	$392,063	$0	$392,063
2024	074-500589	Contracts for Program Services	90006041 (WIC OA)	$43,562	$0	$43,562
2024	074-500589	Contracts for Program Services	90006022 (BFPC)	$50,399	$0	$50,399
2024	074-500589	Contracts for Program Services	90006026 (FMNP Admin)	$2,455	$0	$2,455
2025	074-500589	Contracts for Program Services	90006003 (WIC Admin)	$392,063	$0	$392,063
2025	074-500589	Contracts for Program Services	90006041 (WIC OA)	$43,562	$0	$43,562
2025	074-500589	Contracts for Program Services	90006022 (BFPC)	$51,816	$0	$51,816
2025	074-500589	Contracts for Program Services	90006026 (FMNP Admin)	$2,455	$0	$2,455
			Subtotals:	*$978,375*	*$0*	*$978,375*

05-95-90-902010-62900000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF FAMILY HEALTH & NUTRITION, WIC MODERNIZATION ARPA 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2024	074-500589	Contracts for Program Services	90006105	$0	$1,226	$1,226
2025	074-500589	Contracts for Program Services	90006105	$0	$800	$800
			Subtotals:	*$0*	*$2,026*	*$2,026*
			Total	**$978,375**	**$2,026**	**$980,401**

Southern New Hampshire Services - Vendor Code: 177198-B006

05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF FAMILY HEALTH & NUTRITION, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2024	074-500589	Contracts for Program Services	90006003 (WIC Admin)	$1,404,871	$0	$1,404,871
2024	074-500589	Contracts for Program Services	90006041 (WIC OA)	$156,096	$0	$156,096
2024	074-500589	Contracts for Program Services	90006022 (BFPC)	$133,082	$0	$133,082
2024	074-500589	Contracts for Program Services	90006026 (FMNP Admin)	$267	$0	$267

2025	074-500589	Contracts for Program Services	90006003 (WIC Admin)	$1,404,871	$0	$1,404,871
2025	074-500589	Contracts for Program Services	90006041 (WIC OA)	$156,096	$0	$156,096
2025	074-500589	Contracts for Program Services	90006022 (BFPC)	$136,994	$0	$136,994
2025	074-500589	Contracts for Program Services	90006026 (FMNP Admin)	$274	$0	$274
			Subtotals:	*$3,392,551*	*$0*	*$3,392,551*

05-95-90-902010-62900000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF FAMILY HEALTH & NUTRITION, WIC MODERNIZATION ARPA 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2024	074-500589	Contracts for Program Services	90006105	$0	$1,000	$1,000
2025	074-500589	Contracts for Program Services	90006105	$0	$1,000	$1,000
			Subtotals:	*$0*	*$2,000*	*$2,000*
			Total	**$3,392,551**	**$2,000**	**$3,394,551**

Southwestern Community Services, Inc. - Vendor Code: 177511-R001

05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF FAMILY HEALTH & NUTRITION, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2024	074-500589	Contracts for Program Services	90006003 (WIC Admin)	$316,061	$0	$316,061
2024	074-500589	Contracts for Program Services	90006041 (WIC OA)	$35,117	$0	$35,117
2024	074-500589	Contracts for Program Services	90006022 (BFPC)	$35,708	$0	$35,708
2024	074-500589	Contracts for Program Services	90006026 (FMNP Admin)	$420	$0	$420
2025	074-500589	Contracts for Program Services	90006003 (WIC Admin)	$316,061	$0	$316,061
2025	074-500589	Contracts for Program Services	90006041 (WIC OA)	$35,117	$0	$35,117
2025	074-500589	Contracts for Program Services	90006022 (BFPC)	$38,659	$0	$38,659
2025	074-500589	Contracts for Program Services	90006026 (FMNP Admin)	$420	$0	$420
			Subtotals:	*$777,563*	*$0*	*$777,563*

05-95-90-902010-62900000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF FAMILY HEALTH & NUTRITION, WIC MODERNIZATION ARPA 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2024	074-500589	Contracts for Program Services	90006105	$0	$8,872	$8,872
2025	074-500589	Contracts for Program Services	90006105	$0	$3,722	$3,722
			Subtotals:	*$0*	$12,594	$12,594
			Total	**$777,563**	**$12,594**	**$790,157**

Total All Vendors	**$6,841,333**	**$29,710**	**$6,871,043**

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and Breastfeeding Peer Counseling (BFPC) and WIC Farmers' Market Nutrition Program (WIC-FMNP) contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Community Action Program Belknap and Merrimack Counties, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 28, 2023 (Item #73), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $1,705,934

2. Modify Exhibit B, Scope of Services, Section 1.6 by adding Section 1.6.22 to read:

   1.6.22. Provide modernization services which must include e-signatures, HIPAA compliant survey capability and translation of essential program documents to increase customer satisfaction and service and user efficiency when providing nutrition and breastfeeding services.

3. Modify Exhibit C, Payment Terms, Paragraph 1 to read:

   1. This Agreement is funded by:

      1.1. 92% Federal funds, Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), as awarded on October 1, 2022, by the United States Department of Agriculture, Food and Nutrition Services (USDA-FNS), Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), CFDA 10.557, FAIN 234NH703W1003.

      1.2. 6% Federal funds, Breastfeeding Peer Counseling (BFPC), as awarded on October 1, 2022, by the United States Department of Agriculture, Food and Nutrition Services (USDA-FNS), Breastfeeding Peer Counseling (BFPC), CFDA 10.557, FAIN 234NH743W5003.

      1.3. 1% Federal funds, WIC Farmers' Market Nutrition Program (WIC-FMNP), as awarded on October 1, 2022, by the United States Department of Agriculture, Food and Nutrition Services (USDA-FNS), WIC Farmers' Market Nutrition Program (WIC-FMNP), CFDA 10.572, FAIN 224NH728Y8604.

      1.4. 1% Federal funds, WIC Modernization, as awarded on May 22, 2023, by the United States Department of Agriculture, Food and Nutrition Services (USDA-FNS), WIC Modernization, CFDA 10.557, FAIN 234NH082M2008.

4. Modify Exhibit C, Payment Terms, Paragraph 3 to read:

   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-8 Budget – Amendment #1.

5. Add Exhibit C-7 Budget - Amendment #1, which is attached hereto and incorporated by reference herein.
6. Add Exhibit C-8 Budget - Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

3/12/2024
Date

DocuSigned by:
Iain Watt
D778BB63F0704C7...
Name: Iain Watt
Title: Interim Director - DPHS

Community Action Program Belknap and Merrimack Counties, Inc.

3/12/2024
Date

DocuSigned by:
Jeanne Agri
DC8711F43C3E4E5...
Name: Jeanne Agri
Title: Chief Executive Officer

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

3/13/2024
Date

DocuSigned by:
Robyn Guarino
748734844941460...
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit C-7 Budget - Amendment #1

New Hampshire Department of Health and Human Services	
Contractor Name:	Community Action Program Belknap and Merrimack Counties, Inc.
Budget Request for:	Special Supplemental Nutrition Program for WIC and BFPC and WIC-FMNP
Budget Period	G&C Approval - 6/30/24
Indirect Cost Rate (if applicable)	10%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$0
2. Fringe Benefits	$0
3. Consultants	$1,300
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	$0
6. Travel	$0
7. Software	$900
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	$0
(j) Other Teletask	$500
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$2,700
Total Indirect Costs	$270
TOTAL	$2,970

DS

Contractor: _____

Date: 3/12/2024

Exhibit C-8 Budget - Amendment #1

New Hampshire Department of Health and Human Services	
Contractor Name:	Community Action Program Belknap and Merrimack Counties, Inc.
Budget Request for:	Special Supplemental Nutrition Program for WIC and BFPC and WIC-FMNP
Budget Period	7/01/2024 - 6/30/25
Indirect Cost Rate (if applicable)	10%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$0
2. Fringe Benefits	$0
3. Consultants	$7,800
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	$0
6. Travel	$0
7. Software	$900
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	$0
(j) Other Teletask	$500
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$9,200
Total Indirect Costs	$920
TOTAL	$10,120

Contractor: DS

Date: 3/12/2024

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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 COMMUNITY ACTION PROGRAM BELKNAP AND MERRIMACK COUNTIES, 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: **63021**

Certificate Number: **0006194067**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of April A.D. 2023.

David M. Scanlan

Secretary of State

DocuSign Envelope ID: 7637CE4D-61FF-4B37-91F5-00AD84C2999A

COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.
EMPOWERING COMMUNITIES SINCE 1965

CERTIFICATE OF AUTHORITY

I, Christopher J. Pyles, Chairperson, Board of Directors, hereby certify that:

1. I am a duly elected officer of Community Action Program Belknap and Merrimack Counties, Inc.

2. The following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on March 9, 2023, at which a quorum of the Directors were present and voting.

VOTED: That ***Jeanne Agri, Chief Executive Officer/Executive Director, Michael Tabory, Chief Operating Officer/Deputy Director, Jill Lesmerises, Chief Fiscal Officer, Steven Gregoire, Budget Analyst, Christopher J. Pyles, Chairperson, Board of Directors*** are duly authorized on behalf of Community Action Program Belknap and Merrimack Counties, Inc. 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 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: 03/08/2024 Signature of Elected Officer _____

Name: Christopher J. Pyles
Title: Chairperson, Board of Directors

Rev. 3/9/2023
klh:CAPBM COA 2023

Mailing Address P.O. Box 1016, Concord, NH 03302 **Administrative Office** 2 Industrial Park Drive, Concord, NH
Phone: 603 225-3295 | 1 800 856-5525 TTY/TDD 1 800 735-2964 **Fax**: 603 228-1898
Website: capbm.org

DocuSign Envelope ID: 7637CE4D-61FF-4B37-91F5-00AD84C2999A

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/11/2024

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	**CONTACT NAME:** Stephanie Peffer
Cross Insurance-Manchester	**PHONE (A/C, No, Ext):** (603) 669-3218 **FAX (A/C, No):** (603) 645-4331
1100 Elm Street	**E-MAIL ADDRESS:** manch.certs@crossagency.com
Manchester NH 03101	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
INSURED	**INSURER A:** Selective Insurance Co. of SC — 19259
Community Action Program Belknap-Merrimack Counties Inc.	**INSURER B:** Granite State Health Care c/o Midwest Employers Casua — 23612
P. O. Box 1016	**INSURER C:** Federal Ins Co — 20281
Concord NH 03302	**INSURER D:** **INSURER E:** **INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** 23-24 All; 24-25 D&O & WC **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: [ ] POLICY [X] PRO-JECT [X] LOC [X] OTHER: Professional Liability			S 2509940	10/01/2023	10/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			S 2509940	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			S 2509940	10/01/2023	10/01/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HCHS20240000547 (3a.) NH	01/01/2024	01/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Directors & Officers Liability			J06511302	04/01/2024	04/01/2025	Limit Deductible	$1,000,000 $5,000

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.

CERTIFICATE HOLDER

State of New Hampshire; Department of
Health & Human Services
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

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COMMUNITY ACTION PROGRAM

BELKNAP-MERRIMACK COUNTIES, INC.
EMPOWERING COMMUNITIES SINCE 1965

The **Vision** of

Community Action Program Belknap-Merrimack Counties Inc.

An agency that creates opportunities for all people to thrive, a partner in building strong, resilient communities, to ensure a more equitable society.

The **Mission** of

Community Action Program Belknap-Merrimack Counties, Inc.

To assist in reducing poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals to reach economic stability.

The **Values** of

Community Action Program Belknap-Merrimack Counties, Inc.

We believe all people should be treated with dignity and respect and recognize that structural race, gender, and other inequities remain barriers that must be addressed.

We believe that our communities have the capacity and moral obligation to ensure that no one is forced to endure the hardships of poverty.

We believe that everyone can reach their fullest potential with hope, adequate resources, and opportunities, and we are committed to achieving that vision.

We pledge ourselves to create an environment that pursues innovation and excellence through multi-sector partnership and collaboration.

Equity · Respect · Commitment · Excellence · Hope
Community · Caring · Innovation · Opportunity

The **Promise** of Community Action

Community Action changes people's lives, embodies the spirit of hope,
improves communities and makes America a better place to live.
We care about the entire community, and we are dedicated to helping people help themselves and each other.

Helping People. Changing Lives.
community Action
PARTNERSHIP
AMERICA'S POVERTY FIGHTING NETWORK

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Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

FOR THE YEARS ENDED FEBRUARY 28, 2023 AND 2022
AND
INDEPENDENT AUDITORS' REPORT AND REPORTS ON COMPLIANCE AND INTERNAL CONTROL

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COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2023 AND 2022

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Leone, McDonnell & Roberts
CERTIFIED PUBLIC ACCOUNTANTS
DOVER · WOLFEBORO
NORTH CONWAY

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Community Action Program of Belknap-Merrimack Counties, Inc.

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying consolidated financial statements of Community Action Program of Belknap-Merrimack Counties, Inc. (a nonprofit organization), which comprise the consolidated statements of financial position as of February 28, 2023 and 2022, and the related consolidated statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of Community Action Program of Belknap-Merrimack Counties, Inc. as of February 28, 2023 and 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 Community Action Program of Belknap-Merrimack Counties, Inc. and to meet our other ethical responsibilities, in accordance with the 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 audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated 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 consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Community Action Program of Belknap-Merrimack Counties, Inc.'s ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

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Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated 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, misrepresentations, 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 consolidated financial statements.

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated 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 consolidated 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 Community Action Program of Belknap-Merrimack Counties, Inc.'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 consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Community Action Program of Belknap-Merrimack Counties, Inc.'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.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* 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 consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards

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generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated September 14, 2023, on our consideration of Community Action Program of Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is 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 Community Action Program of Belknap-Merrimack Counties, Inc.'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 Community Action Program of Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and compliance.

Leone McDonnell & Roberts
Professional Association

Dover, New Hampshire
September 14, 2023

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COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
FEBRUARY 28, 2023 AND 2022

ASSETS

	2023	2022
CURRENT ASSETS		
Cash	$ 1,711,575	$ 1,384,485
Accounts receivable	6,027,912	5,244,621
Inventory	81,569	271,926
Prepaid expenses	100,225	33,928
Investments	128,956	138,793
Total current assets	8,050,237	7,073,753
PROPERTY		
Land, buildings and improvements	7,627,214	7,368,799
Equipment, furniture and vehicles	4,762,497	6,335,485
Construction in process	132,920	41,401
Total property	12,522,631	13,745,685
Less accumulated depreciation	6,165,156	7,528,363
Property, net	6,357,475	6,217,322
OTHER ASSETS		
Right of use asset	1,387,327	-
Cash escrow and reserve funds	77,328	89,468
Tenant security deposits	8,247	9,120
Due from related party	61,348	65,488
Total other assets	1,534,250	164,076
TOTAL ASSETS	$ 15,941,962	$ 13,455,151

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Current portion of notes payable	$ 237,926	$ 314,265
Current portion of right of use liability	461,162	-
Line of credit		154,350
Accounts payable	4,550,252	3,635,655
Accrued expenses	1,177,337	1,086,207
Refundable advances	1,817,340	1,537,802
Total current liabilities	8,244,017	6,728,279
LONG TERM LIABILITIES		
Notes payable, less current portion shown above	668,146	900,489
Right of use liability, less current portion shown above	926,165	-
Tenant security deposits	8,221	9,120
Total liabilities	9,846,549	7,637,888
NET ASSETS		
Without donor restrictions	5,530,452	5,179,734
With donor restrictions	564,961	637,529
Total net assets	6,095,413	5,817,263
TOTAL LIABILITIES AND NET ASSETS	$ 15,941,962	$ 13,455,151

See Notes to Consolidated Financial Statements

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COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED FEBRUARY 28, 2023

	Without Donor Restrictions	With Donor Restrictions	Total
REVENUES AND OTHER SUPPORT			
Grant awards	$ 56,930,603	$ -	$ 56,930,603
Rental income	140,962	-	140,962
Other funds	2,804,065	3,122,293	5,926,358
In-kind	401,748	-	401,748
United Way	3,659	-	3,659
Interest income	895	-	895
Realized loss on sale of equipment	(36,538)	-	(36,538)
Total revenues and other support	60,245,394	3,122,293	63,367,687
NET ASSETS RELEASED FROM RESTRICTIONS	3,194,861	(3,194,861)	-
Total	63,440,255	(72,568)	63,367,687
EXPENSES			
Program	61,101,300	-	61,101,300
Management	1,988,237	-	1,988,237
Total expenses	63,089,537	-	63,089,537
CHANGE IN NET ASSETS	350,718	(72,568)	278,150
NET ASSETS, BEGINNING OF YEAR	5,179,734	637,529	5,817,263
NET ASSETS, END OF YEAR	$ 5,530,452	$ 564,961	$ 6,095,413

See Notes to Consolidated Financial Statements.

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COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED FEBRUARY 28, 2022

	Without Donor Restrictions	With Donor Restrictions	Total
REVENUES AND OTHER SUPPORT			
Grant awards	$ 36,482,087	$ -	$ 36,482,087
Rental Income	135,298	-	135,298
Other funds	2,526,432	2,650,984	5,177,416
Paycheck Protection Program Loan Forgiveness	1,615,427		1,615,427
In-kind	592,136	-	592,136
United Way	2,123	-	2,123
Interest Income	74	-	74
Realized gain on sale of equipment	7,200	-	7,200
Total revenues and other support	41,360,777	2,650,984	44,011,761
NET ASSETS RELEASED FROM RESTRICTIONS	3,062,287	(3,062,287)	-
Total	44,423,064	(411,303)	44,011,761
EXPENSES			
Program	40,084,851	-	40,084,851
Management	1,917,438	-	1,917,438
Total expenses	42,002,289	-	42,002,289
CHANGE IN NET ASSETS	2,420,775	(411,303)	2,009,472
NET ASSETS, BEGINNING OF YEAR	2,758,959	1,048,832	3,807,791
NET ASSETS, END OF YEAR	$ 5,179,734	$ 637,529	$ 5,817,263

See Notes to Consolidated Financial Statements

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COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED FEBRUARY 28, 2023

	Program	Management	Total
Salaries and wages	$ 8,902,376	$ 841,141	$ 9,743,517
Payroll taxes and benefits	2,422,222	155,843	2,578,065
Travel	233,521	16,301	249,822
Occupancy	1,360,924	133,139	1,494,063
Program services	44,607,205	-	44,607,205
Other costs:			
Accounting fees	66,194	1,959	68,153
Legal fees	24,793	268	25,061
Supplies	289,188	38,955	328,143
Postage and shipping	45,766	-	45,766
Equipment rental and maintenance	1,540	-	1,540
Printing and publications	41,775	15,970	57,745
Conferences, conventions and meetings	13,885	-	13,885
Interest	3,991	39,049	43,040
Insurance	131,454	30,788	162,242
Membership fees	13,298	10,283	23,581
Utility and maintenance	139,247	-	139,247
Computer services	71,214	-	71,214
Other	2,298,910	139,405	2,438,315
Depreciation	32,049	565,136	597,185
In-kind	401,748	-	401,748
Total functional expenses	$ 61,101,300	$ 1,988,237	$ 63,089,537

See Notes to Consolidated Financial Statements

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COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED FEBRUARY 28, 2022

	Program	Management	Total
Salaries and wages	$ 7,961,177	$ 1,180,579	$ 9,141,756
Payroll taxes and benefits	2,296,690	228,375	2,525,065
Travel	194,343	9,648	203,991
Occupancy	1,267,982	114,418	1,382,400
Program services	25,639,659	-	25,639,659
Other costs:			
Accounting fees	-	74,855	74,855
Legal fees	15,361	152	15,513
Supplies	159,844	44,534	204,378
Postage and shipping	49,860	8,731	58,591
Equipment rental and maintenance	1,141	-	1,141
Printing and publications	28,133	27,696	55,829
Conferences, conventions and meetings	13,964	-	13,964
Interest	29,187	26,841	56,028
Insurance	124,730	43,856	168,586
Membership fees	16,276	-	16,276
Utility and maintenance	88,702	104,142	192,844
Computer services	111,990	-	111,990
Other	927,525	53,611	981,136
Depreciation	566,151	-	566,151
In-kind	592,136	-	592,136
Total functional expenses	$ 40,084,851	$ 1,917,438	$ 42,002,289

See Notes to Consolidated Financial Statements

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COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED FEBRUARY 28, 2023 AND 2022

	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ 278,150	$ 2,009,472
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	597,185	566,151
Paycheck Protection program loan forgiveness	-	(1,615,427)
Interest on deferred financing costs	483	483
Realized loss on disposal of equipment	36,538	(7,200)
Decrease (increase) in current assets:		
Accounts receivable	(783,291)	(1,481,812)
Inventory	190,357	(216,031)
Prepaid expenses	(66,297)	39,781
Due from related party	4,140	(65,488)
Tenant security deposits	873	(2,239)
Increase (decrease) in current liabilities:		
Accounts payable	914,597	2,109,823
Accrued expenses	91,130	297,256
Refundable advances	279,538	500,861
Tenant security deposits	(899)	2,239
NET CASH PROVIDED BY OPERATING ACTIVITIES	1,542,504	2,137,869
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from sale of property	-	7,200
Additions to property	(773,876)	(1,141,101)
Investments	9,837	(10,797)
NET CASH USED IN INVESTING ACTIVITIES	(764,039)	(1,144,698)
CASH FLOWS FROM FINANCING ACTIVITIES		
Net repayments on line of credit	(154,350)	(225,678)
Repayment of long term debt	(309,165)	(258,743)
NET CASH USED IN FINANCING ACTIVITIES	(463,515)	(484,421)
NET INCREASE IN CASH AND RESTRICTED CASH	314,950	508,750
CASH AND RESTRICTED CASH BALANCE, BEGINNING OF YEAR	1,473,953	965,203
CASH AND RESTRICTED CASH BALANCE, END OF YEAR	$ 1,788,903	$ 1,473,953
CASH AND RESTRICTED CASH:		
Cash	$ 1,711,575	$ 1,384,485
Cash escrow and reserve funds	77,328	89,468
	$ 1,788,903	$ 1,473,953
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for interest	$ 43,040	$ 56,028

See Notes to Consolidated Financial Statements

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COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED FEBRUARY 28, 2023 AND 2022

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization

Community Action Program Belknap – Merrimack Counties, Inc. (the Organization) is a New Hampshire nonprofit organization that serves nutritional, health, living and support needs of the low income and elderly clients in the two county service areas, as well as state wide. These services are provided with the financial support of various federal, state, county and local organizations.

Principles of Consolidation

The consolidated financial statements include the accounts of Community Action Program Belknap-Merrimack Counties, Inc. and the following entities as Community Action Program Belknap-Merrimack Counties, Inc. has both an economic interest and control of the entities through a majority voting interest in their governing board. All significant intercompany items and transactions have been eliminated from basic consolidated financial statements.

- Sandy Ledge Limited Partnership
- CAP BMC Development Corporation

Basis of Accounting

The accompanying consolidated financial statements have been prepared on the accrual basis of accounting in accordance with the accounting principles generally accepted in the United States of America.

Basis of Presentation

The consolidated financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles, which require the Organization to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions include net assets that are not subject to any 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 board of directors.

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

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Donor restricted contributions are reported as increases in net assets with donor restrictions. When restrictions expire, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the consolidated statements of activities.

The Organization had net assets with donor restrictions of $564,961 and $637,529 at February 28, 2023 and 2022, respectively. See **Note 14.**

Income Taxes

Community Action Program of Belknap-Merrimack Counties, Inc. is organized as a nonprofit corporation and is exempt from federal income taxes under Internal Revenue Code Section 501(c)(3). The Internal Revenue Service has determined them to be other than a private foundation.

The Organization files information returns in the United States and the State of New Hampshire. The Organization is subject to examinations by tax authorities for three years.

CAP BMC Development Corporation (the Corporation) is taxed as a "C" Corporation under the Internal Revenue Code. The Corporation accounts for deferred income taxes under the asset and liability method in accordance with Accounting Standards Codification No. 740 (ASC 740), "*Accounting for Income Taxes*". The objective of this method is to establish deferred tax assets and liabilities for temporary differences between the financial reporting basis and the tax basis of the Company's assets and liabilities at the enacted tax rate expected to be in effect when such amounts are realized or settled. ASC 740 also requires deferred tax assets and liabilities to be shown separately. There are no deferred tax assets or liabilities. The Corporation has no federal net operating loss carryforwards available at February 28, 2023 and 2022.

Sandy Ledge Limited Partnership (the Partnership) is taxed as a partnership. Federal income taxes are not payable, or provided by the partnership. Earnings and losses are included in the partners' federal income tax returns based on their share of partnership earnings. Partnerships are required to file income tax returns with the State of New Hampshire and pay an income tax at the state's statutory rate.

Accounting Standard Codification No. 740 (ASC 740), *Accounting for Income Taxes*, established the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in consolidated financial statements. The Organization has analyzed its tax position taken on its income tax returns for the past three years, and has concluded that no additional provision for income taxes is necessary in the Organization's consolidated financial statements.

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Property

Property and equipment is recorded at cost or, if donated, at the approximate fair value at the date of the donation. Assets purchased with a useful life in excess of one year and exceeding $5,000 are capitalized unless a lower threshold is required by certain funding sources. Depreciation is computed on the straight-line basis over the estimated useful lives of the related assets as follows:

Buildings and improvements	40 years
Equipment, furniture and vehicles	3 - 10 years

Use of Estimates

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

Cash and Cash Equivalents

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

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

Contributions

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as temporarily restricted or permanently restricted support, depending on the nature of the restriction. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as unrestricted.

Contributed Services

Donated services are recognized as contributions in accordance with FASB ASC No. 958, *Accounting for Contributions Received and Contributions Made*, if the services (a) create or enhance non-financial assets or (b) require specialized skills, and would otherwise be purchased by the Agency.

Volunteers provided various services throughout the year that are not recognized as contributions in the consolidated financial statements since the recognition criteria under FASB ASC No. 958 were not met.

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In-Kind Donations / Noncash Transactions
Donated facilities, services and supplies are reflected as revenue and expense in the accompanying consolidated financial statements, if the criteria for recognition is met. This represents the estimated fair value for the service, supplies and space that the Organization might incur under normal operating activities. The Organization received $401,748 and $592,136 in donated facilities, services and supplies for the years ended February 28, 2023 and February 28, 2022, respectively (See **Note 17**).

Advertising
The Organization expenses advertising costs as they are incurred. Total advertising costs for the years ended February 28, 2023 and February 28, 2022 totaled $133,749 and $134,193, respectively.

Inventory
Inventory consists of weatherization supplies and work in process and is valued at the lower of cost or net realizable value, using the first-in, first-out method.

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

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

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

Functional Allocation of Expenses
The costs of providing the various programs and other activities have been presented in the Consolidated Statements of Functional Expenses. Accordingly, certain costs have been allocated among the program services and supporting activities benefited. Expenses are charged to each program based on the direct expenses incurred or estimated usage based on time spent on each program by staff.

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Expense	Method of allocation
Wages and benefits	Time and effort
Depreciation	Actual assets used by program
All other expenses	Direct assignment

New Accounting Pronouncements

In February 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2016-02, *Leases (Topic 842)*, to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the statement of financial position and disclosing key information about leasing arrangements for lessees and lessors. The standard applies a right of use model that requires, all leases with a lease term of more than 12 months, to recognize an asset representing its right to use the underlying asset for the lease term and liability to make lease payments to be recorded. The Organization elected not to restate the comparative period. The Organization also elected not to reassess at adoption (i) expired or existing contracts to determine whether they are or contain a lease, (ii) the lease classification of any existing leases, (iii) initial direct costs for existing leases. The adoption of ASU 2016-02 resulted in the recognition of operating right of use assets of $1,387,327 and operating right of use lease liabilities of $1,387,327 as of March 1, 2022. Results for periods beginning prior to February 28, 2022 continue to be reported in accordance with the Organization's historical accounting treatment. The adoption of ASU 2016-02 did not have a material impact on the Organization's results of operations and cash flows.

In September 2020, the FASS 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 Agency adopted the provisions of ASU 2020-07 during 2022.

2. ACCOUNTS RECEIVABLE

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be zero at February 28, 2023 and 2022. The Organization has no policy for charging interest on overdue accounts.

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3. REFUNDABLE ADVANCES

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated $1,817,340 and $1,537,802 as of February 28, 2023 and 2022, respectively.

4. LIQUIDITY AND AVAILABILITY

The following represents the Organization's financial assets as of February 28:

	2023	2022
Financial assets at year end:		
Cash and cash equivalents, undesignated	$ 1,711,575	$ 1,384,485
Accounts receivable	6,027,912	5,244,621
Investments	128,956	138,793
Cash reserves	74,847	81,143
Cash escrow	2,481	8,325
Total financial assets	7,945,771	6,857,367
Less amounts not available to be used within one year:		
Net assets with donor restrictions	564,961	637,529
Reserve funds	74,847	81,143
Amounts not available within one year	639,808	718,672
Financial assets available to meet general expenditures over the next twelve months	$ 7,305,963	$ 6,138,695

It is the Organization's goal to maintain financial assets to meet 60 days of operating expenses which approximates $10,200,000 and $6,710,000 at February 28, 2023 and 2022, respectively. The Organization has a line of credit with $700,000 and $445,650 available to borrow on at February 28, 2023 and 2022, respectively.

5. RETIREMENT PLAN

The Organization has a qualified contributory pension plan which covers substantially all employees. The cost of the plan is charged to programs administered by the Organization. The expense of the plan for the year ended February 28, 2023 and 2022 totaled $209,878 and $186,976, respectively.

6. OPERATING LEASES

On January 1, 2022, the Organization was required to adopt ASU 2016-02, *Leases (Topic 842)*. As part of implementing ASU 2016-02, the Organization evaluated current contracts to determine which met the criteria of a lease. The right of use (ROU) assets represent the Organization's right to use underlying assets for the lease term, and the lease liabilities represent the Organization's obligation to make lease payments arising from these leases. The ROU assets and lease liabilities, all of which arise from operating leases, were calculated based on the present value of future lease payments over the lease terms. The Organization has elected to discount future cash flows at the risk free borrowing rates commensurate with the lease terms, which was 1.8% at March 1, 2022. Common expenses, classified as occupancy costs in the accompanying financial statements, are considered a non-lease component under FASB ASC 842 and are recognized as costs are incurred. The Organization's operating leases are described below.

Facilities occupied by the Organization for its community service programs are leased under various operating leases. The lease terms range from month to month to twenty years. For the year ended February 28, 2023 and 2022, the annual lease expense for the leased facilities was $586,539 and $544,299, respectively.

The approximate future minimum lease payments on the above leases are as follows:

Year Ended February 28	Amount
2024	$ 488,157
2025	287,590
2026	92,911
2027	82,006
2028	77,500
Thereafter	477,065
	1,505,229
Less imputed interest	117,902
Total	$ 1,387,327

7. ACCRUED EARNED TIME

The Organization has accrued a liability for future annual leave time that its employees have earned and vested with the employees in the amount of $691,684 and $660,158 at February 28, 2023 and 2022, respectively. The Organization amended the policy, effective March 1, 2022, the policy allows for a maximum of 50 days to be carried over to the next fiscal year, however, upon termination only two weeks will be paid out. The two week liability is $285,599 at February 28, 2023.

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8. BANK LINE OF CREDIT

The Organization has a $200,000 revolving line of credit agreement (the line) with a bank that is due on demand. The line calls for monthly variable interest payments based on the Wall Street Journal Prime Rate (7.75% and 3.25% at February 28, 2023 and 2022, respectively) plus 1%, but not less than 6% per annum. The line is secured by all the Organization's assets. There was no balance outstanding at February 28, 2023. There was a balance of $154,350 outstanding at February 28, 2022.

The Organization had a revolving line of credit agreement (the line) in the amount of $400,000, with a bank that is due on demand. The line called for monthly variable interest payments based on the LIBOR rate (2.41% at February 28, 2022). The line was secured by all the Organization's assets. There was no balance outstanding at February 28, 2022. The line was closed during the year ended February 28, 2023.

The Organization entered into an additional revolving line of credit agreement (the line) in the amount of $500,000, with a bank that is due on June 2, 2023. The line calls for monthly variable interest payments based on the Wall Street Journal Prime Rate (7.75% at February 28, 2023). The line is secured by all the Organization's assets. There was no balance outstanding at February 28, 2023.

9. CONCENTRATION OF RISK

For the year ended February 28, 2023, approximately $18,300,000 (29%), and $32,000,000 (51%), of the Organization's total revenue was received from the Department of Health and Human Services and the Department of Treasury, respectively. For the year ended February 28, 2022, $13,200,000 (30%), and $15,300,000 (35%), of the Organization's total revenue was received from the Department of Health and Human Services and the Department of Treasury, respectively. The future scale and nature of the Organization is dependent upon continued support from these departments.

10. LONG TERM DEBT

Long term debt consisted of the following as of February 28:

	2023	2022
5.50% note payable to a financial institution in monthly installments for principal and interest of $1,634 through July 2039. The note is secured by property of the Organization.	$ 210,560	$ 218,228

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	2023	2022
5.75% note payable to a financial institution in monthly installments for principal and interest of $13,912 through July 2023. The note is secured by property of the Organization for Lakes Region Family Center.	71,040	219,279
3.00% note payable to the City of Concord for leasehold improvements in monthly installments for principal and interest of $747 through May 2027. The note is secured by property of the Organization for the agency administrative building renovations.	35,179	42,958
7.00% note payable to a bank in monthly installments for principal and interest of $4,842 through May 2023. The note is secured by a first real estate mortgage and assignment of rents and leases on property located in Concord, New Hampshire for Early Head Start.	65,076	116,572
1.00% Paycheck Protection Program loan payable to a bank in monthly installments for principal and interest of $7,511 through April 2025. $1,615,427 of the proceeds received was forgiven during the year ended February 28, 2022. (See **Note 11**).	187,615	280,439
Non-interest bearing note payable by Sandy Ledge Limited Partnership to New Hampshire Housing deferred until June 1, 2034 or until the project is sold or refinanced or surplus cash is available. The note is collateralized by a mortgage on real estate.	341,922	343,081
Total long-term debt before unamortized deferred financing cost	911,392	1,220,557
Unamortized deferred financing costs	(5,320)	(5,803)
	906,072	1,214,754
Less amounts due within one year	(237,926)	(314,265)
Long term portion	$ 668,146	$ 900,489

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The scheduled maturities of long-term debt as of February 28, 2023 were as follows:

Year Ending February 28	Amount
2024	$ 237,926
2025	106,239
2026	27,053
2027	18,294
2028	11,783
Thereafter	510,097
	$ 911,392

11. PAYCHECK PROTECTION PROGRAM

In April 2020, the Organization received loan proceeds in the amount of $1,935,300 under the Paycheck Protection Program ("PPP"). The PPP, was established as part of the Coronavirus Aid, Relief and Economic Security Act ("CARES Act").

On September 14, 2021, the Organization received partial forgiveness in the amount of $1,615,427. The forgiven proceeds are included in income for the year ended February 28, 2022. The remaining $319,873 has been converted to a loan, due in 44 monthly payments of principal and interest at a rate of 1%. The loan will mature in April 2025. The outstanding balance on the PPP loan at February 28, 2023 is $187,615. (See **Note 10**)

12. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following as of February 28:

	2023	2022
Land	$ 279,340	$ 279,340
Building and improvements	7,347,874	7,089,459
Equipment and vehicles	4,762,497	6,335,485
Construction in process	132,920	41,401
	12,522,631	13,745,685
Less accumulated depreciation	6,165,156	7,528,363
Property and equipment, net	$ 6,357,475	$ 6,217,322

Depreciation expense for the years ended February 28, 2023 and 2022 totaled $597,185 and $566,151, respectively.

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13. CONTINGENCIES

The Organization receives grant funding from various sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed as of February 28, 2023.

14. NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions are available for the following specific program services as of February 28:

	2023	2022
NH Food Pantry Coalition	$ 663	$ 663
Senior Center	142,251	143,437
Elder Services	7,317	68,427
Mary Gale	38,130	25,629
NH Rotary Food Challenge	-	5,064
Summer Feeding	20,503	47,540
Caring Fund	8,793	8,792
Agency – FAP	60,913	27,307
Agency Head Start	216,604	222,258
Agency – FP/PN	69,329	87,253
Community Crisis	-	350
Other Programs	458	809
Total net assets with donor restrictions	$ 564,961	$ 637,529

15. RELATED PARTY TRANSACTIONS

The Organization serves as the management agent for the following organizations:

Related Party	Function
Belmont Elderly Housing, Inc.	HUD Property
Epsom Elderly Housing, Inc.	HUD Property
Alton Housing for the Elderly, Inc.	HUD Property
Pembroke Housing for the Elderly, Inc.	HUD Property
Newbury Elderly Housing, Inc.	HUD Property
Kearsarge Elderly Housing, Inc.	HUD Property
Riverside Housing Corporation	HUD Property
Twin Rivers Community Corporation	Property Development
Ozanam Place, Inc.	Transitional Support Services
TRCC Housing Limited Partnership	Low Income Housing Tax Credit Property

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The services performed by the Organization included, marketing, accounting, tenant selection, (for the HUD properties), HUD compliance (for the HUD properties), and maintenance of property.

The amount due from the related parties for operating activities (collectively) at February 28, 2023 and 2022 was $268,293 and $324,385, respectively, and is included in accounts receivables. Additional amounts due from related parties at February 28, 2023 and 2022 were $61,348 and 65,488, respectively.

16. FAIR VALUE OF FINANCIAL INSTRUMENTS

Community Action Program Belknap-Merrimack Counties, Inc. has also invested money relating to its Fix-it program in certain mutual funds. The fair value of the mutual funds totaled $128,956 and $138,793 at February 28, 2023 and 2022, respectively.

ASC Topic No. 825-10, Financial Instruments, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with FASB ASC 820, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, FASB ASC 820 establishes a fair value hierarchy which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under FASB ASC 820 are described as follows:

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

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

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

At February 28, 2023 and 2022, the Organization's investments were classified as Level 1 and were based on fair value.

Fair Value Measurements using Significant Observable Inputs (Level 1)

	2023	2022
Beginning balance – mutual funds	$ 138,793	$ 126,996
Total gains (losses) – mutual funds	(9,837)	11,797
Ending balance – mutual funds	$ 128,956	$ 138,793

The carrying amount of cash, current assets, other assets and current liabilities approximates fair value because of the short maturity of those instruments.

17. IN-KIND CONTRIBUTIONS/SERVICES

The Organization records the value of in-kind contributions according to the accounting policies described in **Note 1**.

The fair value of gifts in kind included contributions in the financial statements and the corresponding program expenses for the year ended February 28, 2023, is as follows:

Volunteer hours	
Head Start and Early Head Start	$ 117,171
SCSEP	88,700
Rental space	146,026
Advertising	15,960
Donated goods	33,891
Total	$ 401,748

18. RECLASSIFICATION

Certain amounts and accounts from the prior year financial statements have been reclassified to enhance the comparability with the presentation of the current year.

19. SUBSEQUENT EVENTS

The Organization has evaluated subsequent events through September 14, 2023, the date the consolidated financial statements were available to be issued.

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SUPPLEMENTAL INFORMATION

(See Independent Auditors' Report)

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COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AND NON-FEDERAL AWARDS

FOR THE YEAR ENDED FEBRUARY 28, 2023

FEDERAL GRANTOR/ PROGRAM TITLE	ASSISTANCE LISTING NUMBER	PASS THROUGH GRANTOR'S NAME	IDENTIFYING NUMBER	FEDERAL EXPENDITURES	PASSED THROUGH TO SUB-RECIPIENTS
US DEPARTMENT OF HEALTH AND HUMAN SERVICES					
HEAD START CLUSTER					
Head Start	93.600		01CH2052-03-01	$ 4,919,443	
CRSSA - Head Start	93.600		01HET000622	82,597	
ARPA - Head Start	93.600		1HE000367-01-01	347,070	
			CLUSTER TOTAL	5,348,110	
Low Income Home Energy Assistance Program	93.568	State of New Hampshire	02-52-52-520010-18870000	5,383,170	
ARPA-Low Income Home Energy Assistance Program	93.568	State of New Hampshire	02-52-52-520010-24490000	3,207,214	
Low Income Home Energy Assistance Program-BWP	93.568	State of New Hampshire	02-52-52-520010-35400000	177,358	
ARPA-Low Income Home Energy Assistance Program-BWP	93.568	State of New Hampshire	02-52-52-520010-24490000	437,212	
			TOTAL	9,204,952	
Low Income Water Assistance Program	93.499	State of New Hampshire	02-52-52-24520000	33,094	
Community Services Block Grant	93.569	State of New Hampshire	2001NHCSC3	385,693	
CV-Community Services Block Grant	93.569	State of New Hampshire	2001NHCSC3	183,017	
			TOTAL	568,710	
Social Services Block Grant-Home Delivered & Congregate Meals	93.667	State of New Hampshire	05-95-48-481010-9255	472,549	
Temporary Assistance for Needy Families-Family Planning	93.558	State of New Hampshire	2001NHTANF	249	
Temporary Assistance for Needy Families-Family Planning FPAR	93.558	State of New Hampshire	2001NHTANF	1,211	
			TOTAL	1,460	
AGING CLUSTER					
Title III, Part B-Senior Transportation	93.044	State of New Hampshire	17AANHT3SS	151,805	
Title III, Part C-Home Delivered Meals-HDC5	93.045	State of New Hampshire	2101NHCMC8	83,419	
Title III, Part C-Home Delivered Meals	93.045	State of New Hampshire	2101NHCMC8	754,967	
Title III, Part C-Congregate	93.045	State of New Hampshire	2101NHCMC8	143,218	
Title III, Part C-Grab and Go Meals	93.045	State of New Hampshire	2101NHCMC8	68,237	
NSIP	93.053	State of New Hampshire	1058477	187,306	
			CLUSTER TOTAL	1,388,952	
CHILD CARE AND DEVELOPMENT FUND CLUSTER					
Child Care & Development Block Grant	93.575	State of New Hampshire	NONE PROVIDED	247,101	
ARPA-Child Care & Development Block Grant	93.575	State of New Hampshire		161,232	
Child Care Mandatory & Matching Funds of the CCDF	93.596	State of New Hampshire	NONE PROVIDED	57,708	
			CLUSTER TOTAL	466,041	
MEDICAID CLUSTER					
Medical Assistance Program	93.778	State of New Hampshire	90NWPG0008-01-00	104,589	
Medical Assistance Program - Veterans	93.778	Gateways Community Services		14,256	
			CLUSTER TOTAL	118,845	
STLT Health Department Response to Public Health or Healthcare Crises	93.391	State of New Hampshire	NH70OT000031	398,344	
Family Planning - Services	93.217	State of New Hampshire	FPHPPA016063	43,577	
Maternal, Infant, & Early Childhood Home Visiting Program	93.870	State of New Hampshire	X10MC33595	145,733	
National Family Caregiver Support, Title III, Part E-Service Link	93.052	State of New Hampshire	2001NHCAFC-02	33,469	
Special Programs for Aging, Title IV-Service Link	93.048	State of New Hampshire	90MP024102	47,971	
State Health Insurance Assistance Program	93.324	State of New Hampshire	90SA0003-02-00	20,307	
Medicare Enrollment Assistance Program	93.071	State of New Hampshire	2001NHMISH-00	4,011	
			HHS TOTAL	$ 18,298,125	
US DEPARTMENT OF AGRICULTURE					
Special Suppl. Nutrition Program for Women, Infants & Children	10.557	State of New Hampshire	15154NH703W1003 & 5003	$ 724,991	
Senior Farmers Market	10.576	State of New Hampshire	194NH063Y8314	67,084	
Child & Adult Care Food Program	10.558	State of New Hampshire	NONE PROVIDED	143,841	
CHILD NUTRITION CLUSTER					
Summer Food Service Program For Children	10.559	State of New Hampshire	NONE PROVIDED	$ 143,742	

See Notes to Schedule of Expenditures of Federal Awards.

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FEDERAL GRANTOR/ PROGRAM TITLE	ASSISTANCE LISTING NUMBER	PASS THROUGH GRANTOR'S NAME		IDENTIFYING NUMBER	FEDERAL EXPENDITURES	PASSED THROUGH TO SUB-RECIPIENTS
FOOD DISTRIBUTION CLUSTER						
Commodity Supplemental Food Program	10.565	State of New Hampshire		204NH814Y8005	$ 452,841	$ 452,841
Commodity Supplemental Food Program	10.565	State of New Hampshire		204NH814Y8005	250,749	33,528
Emergency Food Assistance Program-Administration	10.568	State of New Hampshire		81750000	489,791	
Emergency Food Assistance Program	10.569	State of New Hampshire		81750000	5,851,018	5,851,018
				CLUSTER TOTAL	7,044,399	6,337,387
				USDA TOTAL	$ 8,128,857	$ 6,337,387
CORPORATION FOR NATIONAL & COMMUNITY SERVICES						
FOSTER GRANDPARENTS/SENIOR COMPANION CLUSTER						
Senior Companion Program	94.016			16SCANH001	$ 322,224	
				CNCS TOTAL	$ 322,224	
US DEPARTMENT OF TRANSPORTATION						
Formula Grants for Rural Areas-Concord Transit	20.509	State of New Hampshire-Department of Transportation		NH-18-X045	$ 623,473	
TRANSIT SERVICES PROGRAMS CLUSTER						
Enhanced Mobility of Seniors & Ind. W/Disabilities-CAT	20.513	State of New Hampshire-Department of Transportation		NH-18-X043	82,428	
Enhanced Mobility of Seniors & Ind. W/Disabilities-Mid State Transportation	20.513	State of New Hampshire-Department of Transportation		NH-18-X043	28,781	
Enhanced Mobility of Seniors & Ind. W/Disabilities-Volunteer Drivers	20.513	Merrimack County		NH-65-X001	64,959	
				CLUSTER TOTAL	176,168	
				DOT TOTAL	$ 799,641	
US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT						
Emergency Solutions Grant	14.231	State of New Hampshire		05-95-42-423010-7927	$ 105,939	
CV-Emergency Solutions Grant	14.231	State of New Hampshire		05-95-42-423010-7927	234,464	
				TOTAL	340,403	
Supportive Housing	14.235	State of New Hampshire		05-95-42-423010-7927-102-500731	56,055	
Continuum of Care Program	14.267	State of New Hampshire		05-95-42-423010-7927-102-500731	125,030	
				HUD TOTAL	$ 521,488	
US DEPARTMENT OF ENERGY						
IIJA-Weatherization Assistance for Low Income Persons	81.042	State of New Hampshire		[redacted]	$ 35,982	
Weatherization Assistance for Low Income Persons	81.042	State of New Hampshire		[redacted]	288,813	
				DOE TOTAL	$ 324,795	
US DEPARTMENT OF LABOR						
Senior Community Service Employment Program	17.235	State of New Hampshire		1044701	$ 337,303	
				DOL TOTAL	$ 337,303	
U.S. DEPARTMENT OF THE TREASURY						
Coronavirus State and Local Fiscal Recovery Funds	21.027	NH Housing		SLFRP0145	$ 2,872,552	
Emergency Rental Assistance Program	21.023	Merrimack County		Cold Weather Funds	22,929	
Emergency Rental Assistance Program	21.023	NH Housing	ERAP 1	ERA0012 and ERA0435	15,913,288	
Emergency Rental Assistance Program	21.023	NH Housing	ERAP 2	ERA0012 and ERA0435	12,651,566	
Emergency Rental Assistance Program	21.023	NH Housing		ERAE0119	459,514	
Emergency Rental Assistance Program	21.023	NH Housing	HSS		14,848	
Emergency Rental Assistance Program	21.023	NH Housing		Housing Stability	79,565	
					$ 29,141,710	
				US TREASURY TOTAL	$ 32,014,362	
				TOTAL	$ 60,744,798	$ 6,337,387
NON-FEDERAL						
NEW HAMPSHIRE PUBLIC UTILITIES COMPANY						
Electrical Assistance Program					$ 1,983,649	$ 1,729,270

See Notes to the Schedule of Expenditures of Federal Awards

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COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE YEAR ENDED FEBRUARY 28, 2023

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of Community Action Program Belknap-Merrimack Counties, Inc. under programs of the federal government for the year ended February 28, 2023. 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 Community Action Program Belknap-Merrimack Counties, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

NOTE 3 INDIRECT COST RATE

Community Action Program Belknap-Merrimack Counties, Inc. has elected to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 4 FOOD COMMODITIES AND VEHICLES

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

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Leone, McDonnell & Roberts
CERTIFIED PUBLIC ACCOUNTANTS
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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
Community Action Program Belknap-Merrimack Counties, Inc.

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 financial statements of Community Action Program Belknap-Merrimack Counties, Inc. (a nonprofit organization), which comprise the statement of financial position as of February 28, 2023, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated September 14, 2023.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Community Action Program Belknap-Merrimack Counties, Inc'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 Community Action Program Belknap-Merrimack Counties, Inc's internal control. Accordingly, we do not express an opinion on the effectiveness of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or 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.

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Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Community Action Program Belknap-Merrimack Counties, Inc.'s 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 determination of 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
September 14, 2023

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Leone McDonnell & Roberts
CERTIFIED PUBLIC ACCOUNTANTS
DOVER • WOLFEBORO
NORTH CONWAY

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
Community Action Program Belknap-Merrimack Counties, Inc.

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Community Action Program Belknap-Merrimack Counties, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs for the year ended February 28, 2023. Community Action Program Belknap-Merrimack Counties, Inc.'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, Community Action Program Belknap-Merrimack Counties, Inc. 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 February 28, 2023.

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 Community Action Program Belknap-Merrimack Counties, Inc. 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 Community Action Program Belknap-Merrimack Counties, Inc.'s compliance with the compliance requirements referred to above.

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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 Community Action Program Belknap-Merrimack Counties, Inc.'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 Community Action Program Belknap-Merrimack Counties, Inc.'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 Community Action Program Belknap-Merrimack Counties, Inc.'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 Community Action Program Belknap-Merrimack Counties, Inc.'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 Community Action Program Belknap-Merrimack Counties, Inc.'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 Community Action Program Belknap-Merrimack Counties, Inc.'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.

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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 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 have not been 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
September 14, 2023

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COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED FEBRUARY 28, 2023

SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the financial statements of Community Action Program Belknap-Merrimack Counties, Inc. were prepared in accordance with generally accepted accounting principles.

2. No significant deficiencies relating to the audit of the 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 financial statements of Community Action Program Belknap-Merrimack Counties, Inc., 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 Community Action Program Belknap-Merrimack Counties, Inc. expresses an unmodified opinion on all major 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 include: U.S. Department of the Treasury, Emergency Rental Assistance Program, ALN 21.023, Coronavirus State and Local Fiscal Recovery Funds, ALN 21.027, U.S. Department of Agriculture, Women, Infants and Children, ALN 10.557, U.S. Department of Health and Human Services, Head Start, ALN 93.600, New Hampshire Public Utilities Company, Electrical Assistance Program, NON-Federal.

8. The threshold for distinguishing Type A and B programs was $1,822,344.

9. Community Action Program Belknap-Merrimack Counties, Inc. was determined to not be a low-risk auditee.

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FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL PROGRAMS AUDIT

None

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Effective 1/2024

COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.
EMPOWERING COMMUNITIES SINCE 1965

BOARD OF DIRECTORS

Chris Pyles, *Chair* Board member since: 1/14/2021	Sara A. Lewko Board member since: 2/21/2001
David Croft, *Vice Chair* Board member since: 5/13/2021	Dennis Martino Board member since: 2/24/2005
A. Bruce Carri, *Treasurer* Board member since: 3/12/2020	Ashley Reed Board member since: 5/12/2022
Safiya Wazir, *Secretary* Board member since: 11/2/2016	David Siff, Esq. Board member since: 10/2/2013
Heather Brown Board member since: 1/15/2009	Tracy Vergason Board member since: 5/12/2022

Current fiscal year (3/1/24 – 2/28/25) board meetings – 3/14/24, 5/09/24, 9/12/24, 11/14/24, 1/11/25

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Jeanne Agri

PROFESSIONAL PROFILE

Versatile and experienced leader with highly developed communication skills: written, verbal and presentational. Adept in coaching and mentoring employees and colleagues as evidenced by my selection by the National Office of Head Start to serve as a mentor for new Head Start Directors. Committed to continuous improvement of activities to ensure they meet outcomes approved by the board through strategic planning. creating goal-oriented systems and conformance with all local, state and federal guidance.

WORK EXPERIENCE

Community Action Program Belknap-Merrimack Counties, Concord, NH
Chief Executive Officer 2018-present

- Assures the organization has long-range strategy which makes consistent and timely progress towards meeting the Agencies overall mission
- Responsible for the general supervision of all grant awards, ensuring that all statutory, regulatory, and /or program and financial requirements are met, that generally accepted accounting principles are applied, and that all program and financial policies and procedures are adhered to.
- Provide leadership in developing programs, organizational structures and financial systems that carry out the instructions and policies authorized by the Board
- Establish sound working relationships and cooperative arrangements with community groups, organizations and all funding sources important to the development of the agency and programs.
- See that the Board Director is kept fully informed and up to date on the condition of the organization and all important Federal, State or local requirements impacting on the Agency and/or its programs.

Southern New Hampshire Services, Manchester, NH
Education and Nutrition Operations Director 2016 - 2018

- Coordinate, manage and monitor workings of Child Development, Women Infant and Children, and Literacy Programs, as well as development of an agency wide Two-Generational Approach to services
- Formulate, improve and implement departmental and organizational policies and procedures to maximize output. Monitor adherence to rules, regulations, and procedures
- Assist in the recruitment and placement of required staff; establishment of organizational structure; delegation of tasks and accountabilities
- Supervise staff, including establishment of work schedules and monitoring and evaluating performance in partnership with Executive Director
- Assist in development of strategic plans for operational activity; implement and manage operational plans

Director of Child Development Programs 2001-2016

- Hire, coach and evaluate the performance of Program Managers, Specialists, Coordinators, Center Directors, Teachers and Head Start support staff
- Provide coaching, and learning opportunities for all employees focused on promoting, supporting and improving early development of children from the prenatal stage to five years of age using research-based practices
- Plan and implement strategic interventions with Program Managers, Specialists, Coordinators and Center Directors for sites needing administrative support and direction
- Plan, coordinate and facilitate regular leadership meetings for evaluating and strengthening systems to maintain the highest quality of services in compliance with Head Start Performance Standards.
- Develop internal structures, systems, and policies supporting major content areas of Head Start program including education, health, mental health, social services, parent involvement, nutrition, disabilities, and transportation

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- Collaborate with managers and internal fiscal department in the monitoring and control of component budgets; identification and interpretation of Head Start and community needs; conformance to the Performance Standards and other regulatory requirements
- Work in partnership with internal departments to support project goals and meet customerexpectations
- Establish and maintain relationships and collaborations with public school districts, systems of higher education, and other community agencies and partners
- Ensure adequate systems in place to maintain the highest quality of services to children and families in compliance with Head Start Performance Standards
- Ensure consistency in service delivery across the program with attention to inclusive practices and integration of component areas; encourage continuous improvement of systems.

Quality Assurance Director/Co-Director for Child Development Programs 1999-2001

- Established and managed a robust monitoring, analysis and evaluation system with well-defined results, milestones, and targets inclusive of Continuous Quality Improvement practices
- Monitored for quality and compliance at Grantee and Delegate level
- Worked closely with program Director to review, track and assess monitoring compliance throughout program operations
- Developed and implements a written quality assurance and performance evaluation plan in conjunction with Governing Board, Policy Council
- Interpreted and evaluated a variety of information to present it in meaningful oral or written form for varied audiences and provide reliable analysis leading to sound decision-making

Area Manager /Education Manager 1997 -1999

- Supervision of various Child Care sites including direct supervision of Center Directors/Site Managers
- Coordinate personal and professional development and training plans for staff and ensure teaching staff progress towards educational requirements as supported by the Performance Standards
- Documented and administered both positive and negative feedback and utilize Performance Improvement Plans when warranted.

Child Care Center Director/Site Manager 1995 -1997

- Supervised, mentored, coach and administered work plans and directives to staff
- Communicated areas of performance improvement to staff and promote training that reflected individual needs of staff members and the team as a whole
- Ensure program compliance with codes of state and local licensing agencies and grant requirements

New Hampshire Technical College, Nashua, NH
Instructor 1995 -1997

- Taught Child Growth & Development and assisted in curriculum development for Early Childhood Education Program
- Planned and organized instruction to maximize documented student learning
- Employed appropriate teaching and learning strategies to communicate subject matter to students
- Modified, where applicable, instructional methods and strategies to meet diverse student needs

EDUCATION

Southern New Hampshire University, Manchester, NH
Master's in Business Administration June 2017

Notre Dame College, Manchester, NH
Bachelors of Arts in Elementary Education 1981

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Jill Lesmerises

Profile

Experienced and self-motivated Accounting Professional bringing forth over 30 years of valuable progressive non-profit experience. Looking for an opportunity to use my non-profit experience to help guide an organization. Areas of experience range from cash management, bank reconciliations, accounts receivable, fixed assets, accounts payable, payroll, audit preparation, budget preparation, monitoring subrecipients, 403B pension compliance and audit preparation, employee benefits, and system implementations.

Employment Experience

10/21 – Present

Chief Fiscal Officer, Community Action Program Belknap-Merrimack Counties, Inc.

CAPBM is a not-for-profit with 25 million in revenue with 11 legal entities. The Agency has over 300 employees and holds 8 million in assets.

Oversee the daily activities of 6 fiscal staff, conduct budget meetings, prepare work papers for annual audit for agency and 10 housing projects, manage the daily cash flow of the agency and 10 housing projects, prepare paperwork for monitorings conducted by various funding sources, and review accounts payable input, journal entries, accounts receivable input, and monthly billings.

10/17 – 12/21

Senior Accountant, Southern New Hampshire Services, Inc.

Southern New Hampshire Services is a not-for-profit with 49 million in revenue with 30 legal entities. The Agency has over 400 employees and holds 84 million in assets.

Conduct monthly budget meetings, bill funding sources monthly, prepare work papers for annual audit, monitor subrecipients, prepare paperwork for monitoring conducted by various funding sources, review accounts payable input and manage daily workflow, provide backup for accounts payable and fuel assistance payable positions, prepare surveys for various governmental agencies, prepare ACA forms, prepare paperwork for 403B annual audit and file

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5500, member and secretary of the 403B Committee, instrumental in getting PaperSave up and running within the Fiscal Department, prepare work papers for 26 housing programs

11/02 – 10/17

Staff Accountant, Community Action Program Belknap-Merrimack Counties, Inc.

At the time of my employment, Community Action Program Belknap-Merrimack Counties was a not-for-profit with 20 million in revenue. The Agency had over 479 employees and held over 7 million in assets.

Reconciled 36 bank accounts, billed funding sources monthly, prepared work papers for annual audit, prepared paperwork for monitoring by various funding sources, prepared and entered journal entries, reconciled general ledger accounts, reviewed daily accounts payable input, entered cash receipts in A/R system, provided backup for both payroll and accounts payable/receivable positions, managed daily workflow, and trained new accounting staff members

1/00 – 9/02

Account Supervisor (for 2 Companies), Whole Life, Inc.

Whole Life, Inc. is a not-for-profit with 6 million in revenue. The Agency had over 140 employees and held over 4 million in assets.

Prepared monthly and quarterly reports, yearly budgets, monthly invoices, work papers, and cost reports, prepared and entered journal entries, reconciled general ledger accounts, and billed Medicaid

9/98 – 1/00

Account Receivable Clerk (for 4 Companies), CSN Financial, Inc.

Coded cash receipts, prepared monthly invoices, and prepared accounts receivable and revenue work papers

5/93 – 9/98

Assistant Controller, Biosystems, Inc.

Collected past due accounts receivable both foreign and domestic, provided switchboard relief, handled petty cash funds, audited salesmen expenses, cut accounts payable checks, prepared journal entries, performed payroll functions

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3/88 – 5/93

Business Officer, The Caring Community of Connecticut, Inc.

The Caring Community of Connecticut is a not-for-profit with 18 million in revenue.

Answered phones, filed correspondence, handled petty cash funds, typed correspondence, coded cash receipts and disbursements, reconciled bank accounts, screened job applicants, prepared work papers, and participated in administrator on-call program

Educational Background

1996-2000

Bachelor Degree in Accounting, Eastern Connecticut State University
Graduated cum laude

1992-1996

Associate Degree in Accounting, Three Rivers Community Technical College
Named to Dean's list, graduated with high honors

1981-1985

Merrimack Valley High School
Member of National Honor Society, named to Honor Roll for 3 years

Volunteer Work

1/17 – Present
Director on The Loudon Communications Council
Council is responsible for the distribution of a monthly newspaper to the residents of Loudon and to maintain the Town of Loudon NH website. Also served as Treasurer of the Council for 2 years.

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SUSAN M. WNUK

EXPERIENCE

1992 to Present

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.
Director, Community Health and Nutrition Services

- Responsible for overall management of the WIC, Breastfeeding Peer Counseling Program, Title X Family Planning, Teen Clinic, HIV and Hepatitis C testing in correctional facilities and serves as the Statewide Administrator for Senior Farmers Market Nutrition Program and Commodity Supplemental Food Program,
- Oversee planning, development, implementation and coordination of all program services and personnel for multiple programs and clinic locations
- Fiscal management including budget preparation, monitoring, fundraising, and reports
- Responsible for hiring, personnel management
- Oversee special grant projects including Oral Health initiatives and statewide coordination of WIC Lead Screening.
- Development and implementation of policies and procedures
- Oversee quality improvements plans for all program services
- Responsible for grant management and report preparation
- Represents agency on local Boards of Directors, Coalitions, and Partnership

1991-1992

Director, Family Planning, Prenatal, STD Clinics and HIV Counseling and Testing Services

- Initiated development and implementation of comprehensive Prenatal program clinical services in Belknap County for low-income women
- Integrated all program services to provide access to comprehensive care

1989-1992

Director, Family Planning, STD Clinics and HIV counseling and Testing Services

- Coordinated development of STD Clinic Services in three County area including obtaining initial grant funding
- Fiscal, personnel, program management of all services

1987-1989

Director, Family Planning and HIV Counseling and Testing Services

- Obtained grant funding to initiate development of HIV Counseling and Testing Services
- Integrated services into Family Planning Clinic

1986-1987

Family Planning Program Director

- Responsible for the overall fiscal, programmatic and personnel management of a Title X funded Family planning program in a three County area.
- Initiated program development activities and expansion of services

1980-1985

CONCORD HOSPITAL, CONCORD NEW HAMPSHIRE
Social Worker – Social Services Department

- Evaluation of emotional, social and economic stresses of illness.
- Developed patient care plans including financial assessment, discharge planning needs, home supports, and transfer for patients in maternity/newborn nursery, ICU, nephrology/dialysis, and urology units.
- Liaison between medical staff, patient, families and community agencies.
- Coordinated adoptions with public and private organizations.
- Provided assessments for guardianships hearings.
- Initiated protective service referrals for infants, children and seniors.
- Coordinated transfers to skilled, intermediate level nursing homes, group homes, and facilities providing traumatic head injury and spinal cord care.

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EDUCATION

1977 Massachusetts College of Liberal Arts
North Adams, MA
Bachelor of Arts Degree Majors: History and Sociology

PROFESSIONAL ASSOCIATIONS

Board of Directors and Committees

- National WIC Association
  Board of Directors 2013- present
  - Chair - Local Agency Section representing 7 USDA defined Regions - 2016-17
  - Northeast Region Local Agency Representative - 2013- present
  - NH Representative to Local Agency Section - 2010-present
  - NWA/USDA Food and Nutrition Services - Verification of Certification Task Force – Local Agency Representative - 2015-16
  - NWA Chair of Recruitment and Retention of RD's in WIC Task Force – 32018 to present
- National Commodity Supplemental Food Program Association
  President Board of Directors 2011
  Vice President Board of Directors 2010
  - *Marketing Committee- Chair 2012-2014*
  - *Board of Directors Local Agency Representative 1999-2000*
- New Hampshire WIC Directors Association - 1992-Present
  Chairperson 2010-present
  Secretary 2000-2008
- NH Hunger Solutions Coalition 2011-present
  NH Roadmap to End Childhood Hunger
- Health First Family Care Center - Board of Directors - January 2009-present
- Partnership for Public Health - Board of Directors - 2005-2015
- Winnipesaukee Public Health Council – Executive Committee - 2014 to present Co-Chair 2020 - present
- Capital Area Public Health Network – Public Health Advisory Council Executive Committee 2014-present
- Upper Valley Hunger Council – 2015 to present.
- Public Health Council of the Upper Valley – 2014 to present
  - *HEAL and Oral Health Committees* – 2016 to present
- Central New Hampshire Health Care Partnership - Founding member 2008-present
- HEAL - Statewide Practice Committee - 2009-2012
  Lakes Region HEAL - 2009-present
  CCNTR HEAL - 2009-2012
- Bi-State Primary Care Association – *Operations* and *Government Relations Committee 2004-2019*
- Whole Village Family Resource Center - *Board of Directors 1995-2000*
  Chair Personnel Committee 1996-2000
- Capital Area Wellness Coalition – 2010-present
  Healthy Foods Subcommittee

Government Task Forces and Legislative Committees

- Legislative Task Force on Perinatal Substance Abuse – 1993-2002
- Legislative Study Committee on Premature Births – 1991
- Attorney General's Task Force on Child Abuse and Neglect – 1990-1993
- National Family Planning and Reproductive Health Association – 1986-Present

COMMUNITY & VOLUNTEER

- Bow School District Wellness Committee - 2004-present
- Bow POPS (Parents of Performing Arts Students) 2005-2010 – Vice President 2009-2010
- Boys Indoor Soccer Team - Coach – 2008-2010

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Jean Zanni

WORK EXPERIENCE

Community Action Program **Concord, NH**
Belknap-Merrimack Counties, Inc.
WIC and CSFP Programs
WIC/CSFP Program Manager *February 2021 – Present & April 2003 – February 2011*

- Provides direct management of the day-to-day operations of the Women, Infants and Children Program and the Commodity Supplemental Food Program.
- Responsible for the development, planning and quality assurance of program services, priorities and activities.
- Provides positive leadership to the staff in the implementation and oversight of program services in accordance with State, Federal and Agency requirements.
- Oversees nutrition education, breastfeeding promotion and outreach components of the programs.
- Responsible for providing nutrition education services to participants of the program at clinic sites throughout Belknap, Merrimack, Grafton and Coos Counties.

Nutritionist *June 2011 – February 2021 & July 1994 – October 1999*

- Provided nutrition education services to pregnant, breastfeeding and postpartum women, infants and children up to age 5 throughout Belknap, Merrimack, Grafton and Coos Counties.
- Performed quarterly chart reviews and monthly topic audits in a specific area of the participant's chart.

Breastfeeding Coordinator *October 1999 – April 2003*

- Oversaw the development and implementation of the Breastfeeding Peer Counselor Program. Provided supervision, guidance and training to the WIC breastfeeding peer counselors. Maintained internal policies and procedures for the Breastfeeding Peer Counselor Program. Maintained an accurate monthly inventory of breastfeeding equipment and supplies.
- Responsibilities also included those listed above as WIC nutritionist.

Elliot Hospital **Manchester, NH**
Diet Technician *September 1989 – April 1995*

- Provided food service supervision of the daily meal tray line for food safety standards and accuracy.
- Determined patients' food preferences and provide guidance on appropriate food selections.
- Maintained accurate patient cardex.
- Reviewed patient menus for adequacy and corrected modified menus within therapeutic guidelines.
- Conducted patient meal rounds to assess temperature, patient intake, tolerance and/or feeding issues.

CERTIFICATION

Certified Lactation Counselor *June 2012- Present*
Academy of Lactation Policy and Practice

Medical Coder Certificate **Nashua, NH**
Nashua Community College *May 2011*

EDUCATION

University of New Hampshire **Durham, NH**
Bachelor of Science in Nutritional Science

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COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.
EMPOWERING COMMUNITIES SINCE 1965

WIC and BFPC and WIC Farmers' Market Nutrition Program (RFP-2023-DPHS-09-SPECI-01-A01)
July 1, 2024 – June 30, 2025

KEY PERSONNEL

Name	Job Title	Salary	% Paid from this Contract	Salary Amount Paid from this Contract
Jeanne Agri	Chief Executive Officer	$145,916.10	0%	$0.00
Jill Lesmerises	Chief Fiscal Officer	$108,927.00	0%	$0.00
Susan M. Wnuk	Director, Community Health & Nutrition Services	$71,865.56	59.99%	$43,112.15
Jean Zanni	WIC/CSFP/BFPC Program Manager	$57,525.00	100.00%	$57,525.00

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Weaver
Interim Commissioner

Patricia M. Tilley
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 14, 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 Public Health Services, to enter into contracts with the Contractors listed below in an amount not to exceed $6,841,333 to provide benefits for supplemental nutritious foods and public health nutrition and breastfeeding support services to financially-eligible pregnant women, postpartum women, infants, and preschool children up to age five years old, with the option to renew for up to four (4) additional years, effective July 1, 2023, upon Governor and Council approval, through June 30, 2025. 100% Federal Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Community Action Program Belknap and Merrimack Counties, Inc. Concord, NH	177203	Belknap County Merrimack County Coos County Grafton County	$1,692,844
Greater Seacoast Community Health Somersworth, NH	154703	Carroll County Strafford County	$978,375
Southern New Hampshire Services Inc.	177198	Hillsborough County Rockingham County	$3,392,551
Southwestern Community Services, Inc.	177511	Cheshire County Sullivan County	$777,563
		Total:	**$6,841,333**

Funds are anticipated to be available in the following accounts for State Fiscal Year 2024, and are anticipated to be available in State Fiscal Year 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.

See attached fiscal details.

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EXPLANATION

The purpose of this request is to provide statewide Special Supplemental Nutrition Program for Women, Infants and Children (WIC), WIC Farmers Market Nutrition Program (FMNP) and Breastfeeding Peer Counseling Program (BFPC) services to eligible women, infants and children. This statewide service is available to assist eligible low-income pregnant women, infants, and children achieve optimal health and nutrition outcomes. The program delivers participant-centered nutrition education and counseling, breastfeeding support and promotion services, supplemental nutritious foods, and referrals to health and social services in a client-centered, supportive environment. The program utilizes the NH Department of Health and Human Services eligibility management information system, referred to as StarLINC, in accordance with federal regulations and NH administrative rules and program policies and procedures.

The NH WIC Breastfeeding Peer Counselor Program (WIC-BFPC) is available to all pregnant and post-partum mothers at WIC clinics in New Hampshire, delivered in accordance with United States Department of Agriculture (USDA) WIC Breastfeeding Support guidelines. The Department provides breastfeeding training for all relevant WIC staff in order to support the WIC Breastfeeding Curriculum. The training includes information on breastfeeding promotion, the advantages of breastfeeding, counseling strategies, infant feeding assessments, and other relevant details to promote safe practices among new mothers.

The NH WIC Farmers' Market Nutrition Program (WIC-FMNP) is associated with the Special Supplemental Nutrition Program for WIC. Eligible WIC participants are issued an additional benefit to purchase local, fresh unprepared fruits and vegetables from farmers' markets in addition to their regular WIC benefits during the summer months.

Approximately 13,000 individuals will be served monthly.

The Contractors will be providing benefits for supplemental nutritious foods, public health nutrition and breastfeeding education, and referrals to healthcare and social services to financially eligible pregnant women, postpartum women, infants and preschool children up to age five years old that will be served across the 10 (ten) counties.

The Department will monitor services by reviewing the following:

- Measuring the percentage of caseload served, with a goal to serve 95%-105% of the assigned caseload.
- Increases in the percentage of prenatal participants enrolled in the WIC Program by the first trimester.
- Increases in the percentage of infants who are fully breastfeeding or partially breastfed.
- Increases in the redemption rates of WIC authorized foods and safe infant formula among households participating in the WIC Nutrition Program.
- Increases in the number of WIC clinics that utilize innovative strategies to increase access to WIC services, retain participants, and improve participant satisfaction.

The Department selected the Contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from March 20, 2023 through April 24, 2023. The Department received four (4) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

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As referenced in Exhibit A, Revision to Standard Agreement Provisions, Section 1.2 of the attached agreements, the parties have the option to extend the agreements for up to four (4) 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, individuals that are eligible for the WIC Nutrition Program, Farmers' Market Nutrition Program, and Breastfeeding Peer Counselor Program will not be served, thus increasing the risk of food insecurity and hunger in New Hampshire.

Source of Federal Funds: **WIC** ALN #10.557 FAIN #234NH703W1003, **FMNP** ALN #10.572 FAIN #224NH728Y8604, **BFPC** ALN #10.557 FAIN # 234NH743W5003

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

Respectfully submitted,

DocuSigned by:
Ann H. Landry
24BAB37EDBE8488...

Lori A. Weaver
Interim Commissioner

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Women, Infant & Children (WIC), Farmers Market Nutrition Program (FMNP), and Breastfeeding Peer Counseling Services (BFPC)
RFP-2023-DPHS-09-SPECI
Fiscal Detail Sheet

Community Action Program Belknap-Merrimack Counties - Vendor Code: 177203-B001

05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF FAMILY HEALTH & NUTRITION, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2024	074-500589	Contracts for Program Services	90006003 (WIC Admin)	$0	$704,925	$704,925
2024	074-500589	Contracts for Program Services	90006041 (WIC OA)	$0	$78,325	$78,325
2024	074-500589	Contracts for Program Services	90006022 (BFPC)	$0	$55,618	$55,618
2024	074-500589	Contracts for Program Services	90006026 (FMNP Admin)	$0	$600	$600
2025	074-500589	Contracts for Program Services	90006003 (WIC Admin)	$0	$715,527	$715,527
2025	074-500589	Contracts for Program Services	90006041 (WIC OA)	$0	$79,503	$79,503
2025	074-500589	Contracts for Program Services	90006022 (BFPC)	$0	$57,746	$57,746
2025	074-500589	Contracts for Program Services	90006026 (FMNP Admin)	$0	$600	$600
			Subtotals:	*$0*	*$1,692,844*	*$1,692,844*

Greater Seacoast Community Health - Vendor Code: 154703-B001

05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF FAMILY HEALTH & NUTRITION, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2024	074-500589	Contracts for Program Services	90006003 (WIC Admin)	$0	$392,063	$392,063
2024	074-500589	Contracts for Program Services	90006041 (WIC OA)	$0	$43,562	$43,562
2024	074-500589	Contracts for Program Services	90006022 (BFPC)	$0	$50,399	$50,399
2024	074-500589	Contracts for Program Services	90006026 (FMNP Admin)	$0	$2,455	$2,455
2025	074-500589	Contracts for Program Services	90006003 (WIC Admin)	$0	$392,063	$392,063
2025	074-500589	Contracts for Program Services	90006041 (WIC OA)	$0	$43,562	$43,562

2025	074-500589	Contracts for Program Services	90006022 (BFPC)	$0	$51,816	$51,816
2025	074-500589	Contracts for Program Services	90006026 (FMNP Admin)	$0	$2,455	$2,455
			Subtotals:	*$0*	*$978,375*	*$978,375*

Southern New Hampshire Services - Vendor Code: 177198-B006

05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF FAMILY HEALTH & NUTRITION WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2024	074-500589	Contracts for Program Services	90006003 (WIC Admin)	$0	$1,404,871	$1,404,871
2024	074-500589	Contracts for Program Services	90006041 (WIC OA)	$0	$156,096	$156,096
2024	074-500589	Contracts for Program Services	90006022 (BFPC)	$0	$133,082	$133,082
2024	074-500589	Contracts for Program Services	90006026 (FMNP Admin)	$0	$267	$267
2025	074-500589	Contracts for Program Services	90006003 (WIC Admin)	$0	$1,404,871	$1,404,871
2025	074-500589	Contracts for Program Services	90006041 (WIC OA)	$0	$156,096	$156,096
2025	074-500589	Contracts for Program Services	90006022 (BFPC)	$0	$136,994	$136,994
2025	074-500589	Contracts for Program Services	90006026 (FMNP Admin)	$0	$274	$274
			Subtotals:	*$0*	*$3,392,551*	*$3,392,551*

Southwestern Community Services, Inc. - Vendor Code: 177511-R001

05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF FAMILY HEALTH & NUTRITION, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2024	074-500589	Contracts for Program Services	90006003 (WIC Admin)	$0	$316,061	$316,061
2024	074-500589	Contracts for Program Services	90006041 (WIC OA)	$0	$35,117	$35,117
2024	074-500589	Contracts for Program Services	90006022 (BFPC)	$0	$35,708	$35,708
2024	074-500589	Contracts for Program Services	90006026 (FMNP Admin)	$0	$420	$420
2025	074-500589	Contracts for Program Services	90006003 (WIC Admin)	$0	$316,061	$316,061
2025	074-500589	Contracts for Program Services	90006041 (WIC OA)	$0	$35,117	$35,117

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2025	074-500589	Contracts for Program Services	90006022 (BFPC)	$0	$38,659	$38,659
2025	074-500589	Contracts for Program Services	90006026 (FMNP Admin)	$0	$420	$420
			Subtotals:	*$0*	*$777,563*	*$777,563*
			GRAND TOTALS:	***$0***	***$6,841,333***	***$6,841,333***

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New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFP-2023-OPHS-09-SPECI

Project Title Special Supplemental Nutrition Program for WIC and SFPC and WIC FMNP

	Maximum Points Available	CAP BM	Greater Seacoast Community Health	Southern NH Services	Southwestern Community Services (SCS)
Technical					
Experience (Q1)	20	20	17	17	10
Service Plans (Q2)	25	25	20	23	15
Outreach Plan (Q3)	10	10	8	8	5
Staffing Plan (Q4	20	19	17	14	10
Reporting Requirements (Q5)	10	10	7	8	5
Capacity (Q6)	10	10	6	7	5
Innovative Strategies or Initiatives (Q7)	5	5	3	2	3
Subtotal - Technical	100	99	78	79	53
Cost					
Budget Sheet (Appendix E)	20	17	12	16	5
Program Staff List (Appendix F)	10	8	7	8	5
Subtotal - Cost	30	25	19	22	10
TOTAL POINTS	130	124	97	101	63
TOTAL PROPOSED VENDOR COST		$1,184,844	$1,219,859.45	$3,754,748	$833,135

	Reviewer Name	Title
1	Lisa Elrod	Bureau Chief
2	Frances Mclaughlin	Program Planner II
3	Hailey McAlary	Program Specialist IV
4	Lisa Corman	Program Specialist IV
5	Emily Maughan	Program Specialist IV

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

Subject: Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and Breastfeeding Peer Counseling (BFPC) and WIC Farmers' Market Nutrition Program (WIC-FMNP)

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	
1.2 Contractor Name Community Action Program Belknap and Merrimack Counties, Inc.		1.3 Contractor Address PO Box 1016 Concord, NH 03302	
1.5 Contractor Phone Number (603)225-3295	1.6 Account Number 05-95-90-902010-52600000-074-500589	1.7 Completion Date 6/30/2025	1.8 Price Limitation $1,692,844
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: [signature] Date: 6/13/2023		1.12 Name and Title of Contractor Signatory Michael Tabory Chief Operating Officer	
1.13 State Agency Signature DocuSigned by: Patricia M. Tilley Date: 6/13/2023		1.14 Name and Title of State Agency Signatory Patricia M. Tilley 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: DocuSigned by: Robyn Guarino Attorney		On: 6/14/2023	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS
Date 6/13/2023

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.

Contractor Initials DS
Date 6/13/2023

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

Date 6/13/2023

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.

Contractor Initials

Date 6/13/2023

New Hampshire Department of Health and Human Services
Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and Breastfeeding Peer Counseling (BFPC) and WIC Farmers' Market Nutrition Program (WIC-FMNP)

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 ("Effective Date").

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 four (4) 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.

New Hampshire Department of Health and Human Services
Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and Breastfeeding Peer Counseling (BFPC) and WIC Farmers' Market Nutrition Program (WIC-FMNP)

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must assist eligible women, infants and children to achieve improved health and nutrition outcomes by providing participant centered nutrition education and counseling, breastfeeding support and promotion, supplemental foods and referrals to health and social services in a supportive environment.

1.2. The Contractor must provide Supplemental Nutrition Program for Women, Infants and Children (WIC), WIC Farmers Market Nutrition Program (FMNP) and Breastfeeding Peer Counseling Program (BFPC) services to eligible women, infants and children in Belknap County, Coos County, Grafton County and Merrimack County.

1.3. The Contractor must provide Supplemental Nutrition Program for Women, Infants and Children (WIC), WIC Farmers Market Nutrition Program (FMNP) and Breastfeeding Peer Counseling Program (BFPC) services to eligible women, infants and children each month utilizing the NH Department of Health and Human Services WIC Program's eligibility management information system referred to as StarLINC, in accordance with the state and federal regulations, NH policies and procedures, including but not limited to the NH WIC Policy and Procedure Manual and 7 CFR 246. The Contractor must:

1.3.1. Provide Special Supplemental Nutrition Program for Women, Infants and Children (WIC) services through nutrition education, breastfeeding support and promotion, referrals to healthcare and social services and supplemental healthy foods to enrolled participants each month.

1.3.2. Strive to serve 95% of the assigned caseload monthly. If the number of participants is less than 95%, the Department may decrease the assigned caseload and appropriate funding. Whereas, if the number of participants is greater than 100%, the Department may increase the assigned caseload and appropriate funding, if funding is available.

1.3.3. Abide by the United States Department of Agriculture (USDA) Assurances as set out in Appendix A.

1.3.4. Use qualified, competent language resources, such as but not limited to interpretation services, free auxiliary aids and services and American Sign Language.

1.3.5. Include language on the their WIC webpage that provides sufficient notice and how to request free language assistance services for individuals with LEP, such as free auxiliary aids and services and other reasonable modifications for individuals with disabilities.

1.3.6. Adhere to USDA Office of Civil Rights policies, including the non-discrimination statement on all online and designated print program materials, including but not limited to the Contractor's website.

1.3.7. Ensure not to discriminate against persons on the grounds of race, color, national origin, sex, gender identity, sexual orientation, disability, age or reprisal or retaliation for prior civil rights activity.

1.4. The Contractor must be responsible for the on-going recruitment and retention of WIC participants, which must include, but not be limited to:

1.4.1. The national WIC enrollment and retention website (www.signupwic.com) in outreach materials and on individual agency website.

1.4.2. Promote and publish the NH WIC Pre-application website in all outreach materials and webpages.

1.4.3. Use of local print media and/or social media using State Agency approved WIC logo.

1.4.4. Distribution of WIC informational booklets and referral materials.

1.4.5. Coordination with NH DHHS District Offices in appropriate service areas to ensure WIC outreach materials are present for households receiving services at the District Offices.

1.4.6. Maintenance of participant waiting list, if appropriate.

1.4.7. Specific activities outlined in approved annual work plan to foster early enrollment for pregnant women and infants.

1.4.8. Specific activities outlined in approved annual work plan targeting breastfeeding families.

1.4.9. Submit all new clinic locations and removal of existing clinic locations to the Department for prior approval.

1.5. The Contractor must consider the following when requesting new permanent and mobile WIC clinic locations:

1.5.1. A minimum of twenty-five (25) participants reside within the zip code of the new proposed clinic site.

1.5.2. Nearby WIC-authorized food stores.

1.5.3. Other community and health services that serve WIC eligible participants.

1.5.4. Available public transportation and handicap accessibility for accessing the WIC clinic.

1.5.5. Adequate clinic space to ensure privacy for each function; certification process, health and nutrition assessment and food benefit issuance.

1.5.6. Access to reliable internet service for each work station.

1.5.7. Ensure that the WIC clinic site, administrative offices and alternative sites will be accessible to individuals with disabilities.

1.5.8. Ensure the clinic site and administrative offices offer privacy for participant confidentiality.

1.5.9. Ensure the clinic site has adequate access to internet for WIC certification and benefit issuance services.

1.5.10. Offer evening appointment hours at (6 pm or later) at a minimum of four (4) clinics per month and at a minimum of two clinic sites per county.

1.5.11. Offer Saturday morning appointments as needed by participants and as staffing allows.

1.5.12. Offer clinic appointment times no less than 35 hours per week. This may be a combination of main and alternate site appointment times. Work weeks with a holiday are exempt from this requirement.

1.5.13. Provide a telephone system to accommodate the volume of applicant and participant inquiries. The telephone system must be operated continuously for a minimum of 8 hours Monday through Friday excluding State and pre-approved closures.

1.6. The Contractor must:

1.6.1. Provide referrals to the NH Medicaid and the NH Supplemental Nutrition Assistance Program to all families enrolled in the WIC Program.

1.6.2. Provide referrals to applicants and participants to health, social, and economic assistance agencies according to the needs of the individuals, including but not limited to alcohol and substance misuse programs.

1.6.3. Offer participant centered health and nutrition education to each WIC Program participant according to individual needs.

1.6.4. Provide participants with follow-up appointments according to the NH Policy and Procedure Manual.

1.6.5. Issue food benefits in compliance with the NH Policy and Procedure Manual.

1.6.6. Provide all participants with a NH Approved Foods List (paper or electronic), a current list of authorized retail vendors (paper or electronic),

and training on the redemption of WIC Program foods for the full nutritional value.

1.6.7. Distribute Farmers' Market Nutrition Program benefits, provide education on the benefits of fruits and vegetables and provide the authorized farmer list to eligible WIC participants during the FMNP season.

1.6.8. Ensure appropriate administrative and/or professional staff attends all administrative meetings and nutrition and breastfeeding trainings provided by the State Agency, as required. Send, at minimum, one nutritionist or breastfeeding person to the National WIC Association Nutrition and Breastfeeding Conference, using designated sponsorship funds when available.

1.6.9. Ensure all staff who interact with participants receive an annual civil rights training, customer service training, and conflict resolution training and the Contractor must maintain attendance records in accordance with state and federal regulations.

1.6.10. Ensure all staff receive respect and civility in the workplace training and cultural competence training during the contract period and maintain attendance records in accordance with state and federal regulations.

1.6.11. Protect the integrity of the program by assuring that all participants are informed of their rights and rules for participation in the program and are offered a paper or electronic copy.

1.6.12. Ensure all staff participate in annual training provided by the NH Tobacco Prevention and Cessation Program.

1.6.13. Ensure that WIC staff asks all participants about tobacco/vaping use and/or exposure to tobacco smoke, assist those identified as using tobacco/vaping with awareness of the NH Tobacco Helpline/QuitNow-NH, and refer those that indicate they are ready to quit. Staff must document participant tobacco/vaping use and referral to Quit Line at all certification appointments.

1.6.14. Not attempt to access, alter, or otherwise modify networks, software, equipment, or data provided by the Department for the purpose of delivering WIC services without specific written approval from the Department.

1.6.15. Assure the physical security of all hardware, software and data used in the delivery of WIC services. This must include secure storage when not in use or under visual control, use of password controls, annual computer security agreement, and maintenance of malware and insurance on all

computer hardware, including portable equipment in transit to or at clinic sites.

1.6.16. Purchase new hardware and software as required by the Department to remain in compliance with the WIC MIS specifications and operating requirements by USDA.

1.6.17. Comply with all monitoring requirements set forth by federal regulations and state policy, including but not limited to the biennial management evaluation and self-evaluation. This includes adhering to timelines and approved correction action plans and using the State Agency Management Evaluation tools in compliance with the NH Policy and Procedure Manual or as otherwise directed.

1.6.18. Notify the Department regarding changes in key staff within 30 days of changes.

1.6.19. Notify the Department regarding clinic closures, outside preapproved closures and holidays, prior to clinic closure or within 24 hours.

1.6.20. Conduct special projects as appropriate when funding is available.

1.6.21. Complete and submit quarterly time studies on all WIC staff utilizing forms and instructions in the NH WIC Policy and Procedure Manual.

1.7. Reporting

1.7.1. The Contractor must submit annual Reports, which include, but are not limited to:

1.7.1.1. Goals and objectives for each performance measure, no later than July 30th of each new contract year, unless otherwise directed.

1.7.1.2. A mid-year progress report of work plan goals and objectives no later than January 30th of each contract year unless otherwise directed.

1.7.1.3. A year-end report of work plan goals and objectives no later than June 30th of each contract year unless otherwise directed.

1.8. Performance Measures

1.8.1. The Contractor must complete a performance management model. The model, comprised of four components, provides a common language and framework for the Department and its community partners. The four components consist of 1. Performance Standards, 2. Performance Measurement, 3. Reposting of Progress, and 4. Quality Improvement. The

Department has established the following performance measures for the work to be carried out:

1.8.1.1. Performance Measure #1: Increase the percentage of caseload served to 95% - 105% of the assigned caseload.

1.8.1.2. Performance Measure #2: Increase the percentage of prenatal participants enrolled in the WIC Program by the 3rd month of pregnancy.

1.8.1.3. Performance Measure #3: Increase the percentage of infants who are fully breastfeeding, partially breastfed and % total breastfed.

1.8.1.4. Performance Measure #4: Increase the redemption rate of WIC foods/formula/cash value benefits by WIC participants.

1.8.1.5. Performance Measure #5: Increase the number of WIC clinics that utilize innovative strategies to increase access to WIC services, retain participants and improve participant satisfaction.

1.8.1.6. All performance measures must reflect an emphasis on participant centered services and consideration of influence principles in leading to behavior change. The Contractor is required to describe the work plan, the steps that will be taken towards meeting the performance measures and the quality assurance and evaluation process that will be used to assure progress. The Contractor must submit a report on their activities and progress towards meeting the performance measures at six (6) months (mid-point report) and at twelve (12) months (final report) on the overall program goals and objectives to demonstrate they have met the minimum required services for the proposal at the end of the two year contract period.

1.9. Staffing

1.9.1. The Contractor must ensure that staff who provide nutrition services meet standard qualifications as outlined in the NH WIC Policy and Procedure Manual as well as any State licensure and/or certification requirements, have clearly defined roles and responsibilities and successfully perform their respective roles and responsibilities.

1.9.2. The Contractor must ensure the ratio of the number of participants to staff allows for assurance that WIC services are being provided in a consistent manner statewide while meeting quality nutrition services standards. Professionally qualified and credentialed nutrition and breastfeeding staff assures that nutrition assessment and education and breastfeeding counseling is based on sound science and adheres to USDA standards.

1.9.3. The Contractor must maintain a competent and adequate level of staffing and achieve the following WIC and BFPC recommended staffing levels:

1.9.3.1. Maintain a recommended ratio of 350-400 participants to one FTE staff person.

1.9.3.2. Maintain a recommended ratio of 750-800 participants to one FTE nutritionist.

1.9.3.3. Ensure a registered dietitian (RD) remains on staff and available for consultation to high risk participants. The Contractor may choose to meet this obligation by developing a written Memorandum of Agreement (MOU) with a local community health center, hospital, or private practice for consultation services by a registered dietitian. Best practice is that the WIC Nutrition Coordinator is a registered dietitian.

1.9.3.4. Ensure a certified lactation counselor (CLC) remains on staff. As new breastfeeding coordinators are hired at the local agency, the applicant must be a certified lactation counselor or attend a comparable training within 24 months to become a certified lactation counselor. Best practice is that the WIC Breastfeeding Coordinator is an International Board Certified Lactation Consultant (IBCLC).

1.9.3.5. Ensure 1 FTE Nutrition Coordinator and 1 FTE Breastfeeding Coordinator remain on staff if serving a caseload of more than 4,000 participants monthly.

1.9.3.6. Ensure peer counselors meet the definition of a peer counselor, in compliance with the USDA WIC Breastfeeding Curriculum.

1.9.3.7. Maintain a designated breastfeeding peer counseling program manager or coordinator.

1.9.3.8. Maintain a designated Breastfeeding Expert (DBE) that meets the definition of a DBE in the USDA WIC BF Curriculum. This position may be filled by the same person who meets the criteria for 1.9.3.7.

1.9.4. The Contractor must identify the following key staff members:

1.9.4.1. Person responsible for Nutrition Services, by name and title. Describe how nutrition services will be provided to high-risk participants, including identification of high-risk status, follow-up counseling, and coordination with healthcare providers.

1.9.4.2. Person responsible for Breastfeeding Services, by name and title. Describe how breastfeeding peer counseling services are integrated into the agency overall breastfeeding promotion services.

1.9.4.3. Person responsible for StarLINC data management, by name and title. Describe StarLINC operating protocols to ensure updated client data in the StarLINC system, updating of software releases, and enforcement of hardware/software security policies.

1.9.4.4. Person responsible for clinic operations, including staff scheduling, hours of operation, etc., by name and title.

1.9.4.5. Person responsible for WIC Contractor relations, including participant or Contractor complaints or concerns, contact for State Agency Contractor issues, etc., by name and title.

1.10. Equipment

1.10.1. The Contractor must use WIC Program property only for the performance of this Contract.

1.10.2. The Contractor must identify all WIC Program property and keep it on record, separate and distinct from all other property in its possession according to the NH Policy and Procedure Manual.

1.10.3. The Contractor must be responsible and accountable for all WIC Program property provided under this Contract, including any property that may be in the possession or control of any subcontractor. The Contractor must establish a system to control, protect, preserve, maintain, and account for all WIC Program property under the Contract according to the NH Policy and Procedure Manual. Inventory is subject to review from time to time on behalf of the Department, who will require any corrections or improvements considered necessary to protect the WIC Program's interest.

1.10.4. The Contractor must be responsible for WIC Program property upon its delivery into the Contractor's custody.

1.10.5. The Contractor must notify the Department within 1 business day in writing via email if any WIC Program property is lost, damaged, or stolen.

1.11. Contract Initiation Requirements

1.11.1. The Contractor must schedule and hold a kickoff meeting within 10 business days of Governor and Council approval. At the kickoff, the Contractor must furnish an updated Project Schedule describing the activities, staff and resources needed to be ready to offer WIC services on July 1, 2023.

1.12. Background Checks

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

1.12.1.1. 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;

1.12.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and

1.12.1.3. 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.

1.13. Privacy Impact Assessment

1.13.1. 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:

1.13.1.1. How PII is gathered and stored;

1.13.1.2. Who will have access to PII;

1.13.1.3. How PII will be used in the system;

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

1.13.1.5. Privacy practices.

1.13.2. 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.

1.14. Department Owned Devices, Systems and Network Usage

1.14.1. 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:

1.14.1.1. 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;

1.14.1.2. 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 shall they access or attempt to access information without having the express authority of the Department to do so;

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

1.14.1.4. 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;

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

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

1.14.1.7. 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."

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

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

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

1.14.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

1.14.1.9.3. 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."

1.14.1.10. 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:

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

1.14.1.12. 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.

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

1.14.1.14. 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.

1.14.1.15. 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.

1.15. Contract End-of-Life Transition Services

1.15.1. General Requirements

1.15.1.1. 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 shall 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 shall provide the DTP template to the Contractor.

1.15.1.2. 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.

1.15.1.3. 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.

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

1.15.1.5. 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.

1.15.1.6. 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.

1.15.2. Completion of Transition Services

1.15.2.1. Each service or Transition phase shall 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.

1.15.2.2. 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.

1.15.3. Disagreement over Transition Services Results

1.15.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall 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 shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Contract.

1.16. Website and Social Media

1.16.1. 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.

1.16.2. The Contractor agrees Protected Health Information (PHI), 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 PHI, 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.

1.16.3. State of New Hampshire's Website Copyright

1.16.3.1. All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall

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 shall, 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 so as 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.

4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

4.1.4. Medical records on each patient/recipient of services.

4.1.5. Full and complete records concerning WIC Program operations according to the policies and procedures described in the NH Policy and Procedure Manual.

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.

New Hampshire Department of Health and Human Services
Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and Breastfeeding Peer Counseling (BFPC) and WIC Farmers' Market Nutrition Program (WIC-FMNP)

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 93% Federal funds, Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), as awarded on October 1, 2022, by the United States Department of Agriculture, Food and Nutrition Services (USDA-FNS), Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), ALN 10.557, FAIN #234NH703W1003.
   1.2. 6% Federal funds, Breastfeeding Peer Counseling (BFPC), as awarded on October 1, 2022, by the United States Department of Agriculture, Food and Nutrition Services (USDA-FNS), Breastfeeding Peer Counseling (BFPC), ALN 10.557, FAIN #234NH743W5003.
   1.3. 1% Federal funds, WIC Farmers' Market Nutrition Program (WIC-FMNP), as awarded on October 1, 2022, by the United States Department of Agriculture, Food and Nutrition Services (USDA-FNS), WIC Farmers' Market Nutrition Program (WIC-FMNP), ALN 10.572, FAIN #224NH728Y8604.
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 must 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 must 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 DPHSContractBilling@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 must 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 must 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 must submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

8.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

8.5. 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.

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New Hampshire Department of Health and Human Services		
Contractor Name:	Community Action Program Belknap-Merrimack Counties,Inc.	
Budget Request for:	RFP-2023-DPHS-09-SPECI Supplemental Nutrition Program for Women, Infants and Children (WIC)	
Budget Period	July 1, 2023 - June 30, 2024	
Indirect Cost Rate (if applicable)	10%	
Line Item	**Program Cost - Funded by DHHS**	**Program Cost - Contractor Share/ Match**
1. Salary & Wages	$498,699	$0
2. Fringe Benefits	$92,918	$0
3. Consultants	$5,100	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$1,000	$0
5.(a) Supplies - Educational	$3,500	$0
5.(b) Supplies - Lab	$4,250	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$2,000	$0
5.(e) Supplies Office	$2,500	$0
6. Travel	$19,320	$0
7. Software	$0	$0
8. (a) Other - Marketing/ Communications	$1,500	$0
8. (b) Other - Education and Training	$2,500	$0
8. (c) Other - Other (specify below)	$101,405	$0
Other (please specify)	$57,155	$0
Other (please specify)	$15,300	$0
Other (please specify)	$7,250	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$734,692	$0
Total Indirect Costs	$48,558	$0
TOTAL	$783,250	$0

Contractor: DS

Date: 6/13/2023

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RFP-2023-DPHS-09-SPECI-01 Exhibit C-2 Budget

New Hampshire Department of Health and Human Services		
Contractor Name:	Community Action Program Belknap-Merrimack Counties, Inc.	
Budget Request for:	RFP-2023-DPHS-09-SPECI Supplemental Nutrition Program for (WIC) - BFPC	
Budget Period	July 1, 2023 - June 30, 2024	
Indirect Cost Rate (if applicable)	10 %	
Line Item	**Program Cost - Funded by DHHS**	**Program Cost - Contractor Share/ Match**
1. Salary & Wages	$41,675	$0
2. Fringe Benefits	$4,466	$0
3. Consultants	$0	$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	$0
5.(a) Supplies - Educational	$0	$0
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$0	$0
5.(e) Supplies Office	$50	$0
6. Travel	$1,600	$0
7. Software	$0	$0
8. (a) Other - Marketing/ Communications	$0	$0
8. (b) Other - Education and Training	$400	$0
8. (c) Other - Other (specify below)	$0	$0
Other (please specify)	$500	$0
Other (please specify)	$1,871	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$50,562	$0
Total Indirect Costs	$5,056	$0
TOTAL	$55,618	$0

Contractor: _____

Date: 6/13/2023

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New Hampshire Department of Health and Human Services		
Contractor Name:	Community Action Program Belknap-Merrimack Counties Inc.	
Budget Request for:	RFP-2023-DPHS-09-SPECI Supplemental Program for WIC - Farmers Market	
Budget Period	July 1, 2023 - June 30, 2024	
Indirect Cost Rate (if applicable)	0	
Line Item	**Program Cost - Funded by DHHS**	**Program Cost - Contractor Share/ Match**
1. Salary & Wages	$0	$0
2. Fringe Benefits	$0	$0
3. Consultants	$0	$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	$0
5.(a) Supplies - Educational	$600	$900
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$0	$0
5.(e) Supplies Office	$0	$0
6. Travel	$0	$0
7. Software	$0	$0
8. (a) Other - Marketing/ Communications	$0	$0
8. (b) Other - Education and Training	$0	$0
8. (c) Other - Other (specify below)	$0	$0
Other - Funded by DHHS	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$600	$900
Total Indirect Costs	$0	$0
TOTAL	$600	$900

Contractor: DS

Date: 6/13/2023

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New Hampshire Department of Health and Human Services		
Contractor Name:	Community Action Program Belknap-Merrimack Counties, Inc.	
Budget Request for:	RFP-2023-DPHS -09-SPECI Supplemental Nutrition Program for Women, Infants and Children (WIC)	
Budget Period	July 1, 2024 - June 30, 2025	
Indirect Cost Rate (if applicable)	10%	
Line Item	**Program Cost - Funded by DHHS**	**Program Cost - Contractor Share/ Match**
1. Salary & Wages	$508,203	$0
2. Fringe Benefits	$93,678	$0
3. Consultants	$5,100	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$1,000	$0
5.(a) Supplies - Educational	$3,500	$0
5.(b) Supplies - Lab	$4,250	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$2,000	$0
5.(e) Supplies Office	$2,500	$0
6. Travel	$19,320	$0
7. Software	$0	$0
8. (a) Other - Marketing/ Communications	$1,500	$0
8. (b) Other - Education and Training	$2,500	$0
8. (c) Other - Other (specify below)	$101,405	$0
Other (please specify)	$57,155	$0
Other (please specify)	$15,300	$0
Other (please specify)	$7,250	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$744,956	$0
Total Indirect Costs	$50,074	$0
TOTAL	$795,030	$0

Contractor: DS

Date: 6/13/2023

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RFP-2023-DPHS-09-SPECI-01 Exhibit C-5 Budget

New Hampshire Department of Health and Human Services		
Contractor Name:	Community Action Program Belknap-Merrimack Counties Inc.	
Budget Request for:	RFP-2023-DPHS-09-SPECI Supplemental Nutrition Program for (WIC) - BFPC	
Budget Period	July 1, 2024 - June 30, 2025	
Indirect Cost Rate (if applicable)	10 %	
Line Item	**Program Cost - Funded by DHHS**	**Program Cost - Contractor Share/ Match**
1. Salary & Wages	$42,549	$0
2. Fringe Benefits	$5,526	$0
3. Consultants	$0	$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	$0
5.(a) Supplies - Educational	$0	$0
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$0	$0
5.(e) Supplies Office	$50	$0
6. Travel	$1,600	$0
7. Software	$0	$0
8. (a) Other - Marketing/ Communications	$0	$0
8. (b) Other - Education and Training	$400	$0
8. (c) Other - Other-(specify below)	$0	$0
Other (please specify)	$500	$0
Other (please specify)	$1,871	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$52,496	$0
Total Indirect Costs	$5,250	$0
TOTAL	$57,746	$0

Contractor: DS

Date: 6/13/2023

RFP-2023-DPHS-SPECI-01 Exhibit C-6 Budget

New Hampshire Department of Health and Human Services		
Contractor Name:	Community Action Program Belknap-Merrimack Counties Inc.	
Budget Request for:	RFP-2023-DPHS-09-SPECI Supplemental Program for WIC - Farmers Market	
Budget Period	July 1, 2024 - June 30, 2025	
Indirect Cost Rate (if applicable)	0	
Line Item	**Program Cost - Funded by DHHS**	**Program Cost - Contractor Share/ Match**
1. Salary & Wages	$0	$0
2. Fringe Benefits	$0	$0
3. Consultants	$0	$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	$0
5.(a) Supplies - Educational.	$600	$900
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$0	$0
5.(e) Supplies Office	$0	$0
6. Travel	$0	$0
7. Software	$0	$0
8..(a) Other - Marketing/ Communications	$0	$0
8. (b) Other - Education and Training	$0	$0
8. (c) Other - Other (specify below)	$0	$0
Other - Funded by DHHS	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$600	$900
Total Indirect Costs	$0	$0
TOTAL	$600	$900

Contractor: DS

Date: 6/13/2023

New Hampshire Department of Health and Human Services
Exhibit D

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: Community Action Program Belknap-Merrimack Coun

DocuSigned by:

6/13/2023
Date

Name: Michael Tabory
Title: Chief Operating Officer

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DocuSign Envelope ID: FEED30E2-E7DA-4E56-AC1A-F6B774FBE003

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: Community Action Program Belknap-Merrimack Cour

6/13/2023
Date

DocuSigned by:
Name: Michael Tabory
Title: Chief Operating Officer

DocuSign Envelope ID: 7637CE4D-61FF-4B37-91F5-00AD84C2999A

DocuSign Envelope ID: FEED30E2-E7DA-4E56-AC1A-F6B774FBE003

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

Date 6/13/2023

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 (l)(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: Community Action Program Belknap-Merrimack C

6/13/2023
Date

DocuSigned by:
Name: Michael Tabory
Title: Chief Operating Officer

DocuSign Envelope ID: 7637CE4D-61FF-4B37-91F5-00AD84C2999A

DocuSign Envelope ID: FEED30E2-E7DA-4E56-AC1A-F6B774FBE003

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 _____

Date 6/13/2023

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: Community Action Program Belknap-Merrimack C

6/13/2023
Date

DocuSigned by:
Name: Michael Tabory
Title: Chief Operating Officer

DocuSign Envelope ID: 7637CE4D-61FF-4B37-91F5-00AD84C2999A

DocuSign Envelope ID: FEED30E2-E7DA-4E58-AC1A-F6B774FBE003

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: Community Action Program Belknap-Merrimack C

6/13/2023
Date

DocuSigned by:
Name: Michael Tabory
Title: Chief Operating Officer

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	Community Action Program Belknap-Merrimack County
The State	Name of the Contractor
Patricia M. Tilley	
Signature of Authorized Representative	Signature of Authorized Representative
Patricia M. Tilley	Michael Tabory
Name of Authorized Representative	Name of Authorized Representative
Director	Chief Operating Officer
Title of Authorized Representative	Title of Authorized Representative
6/13/2023	6/13/2023
Date	Date

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DocuSign Envelope ID: FEED30E2-E7DA-4E56-AC1A-F6B774FBE003

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: Community Action Program Belknap-Merrimack C

6/13/2023
Date

DocuSigned by:
Name: Michael Tabory
Title: Chief Operating Officer

Contractor Initials DS
Date 6/13/2023

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The UEI (SAM.gov) number for your entity is: FND1A6MY3JD3

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: _____

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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.

Contractor Initials DS

Date 6/13/2023

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: 7637CE4D-61FF-4B37-91F5-00AD84C2999A

DocuSign Envelope ID: FEED30E2-E7DA-4E56-AC1A-F6B774FBE003

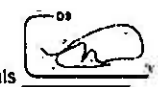
Appendix A - USDA-FNS Civil Rights Assurance Statement

The State Agency hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 610 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines; and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the State Agency agrees to compile data, maintain records and submit reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the non- discrimination laws. If there are any violations of this assurance, the Department of Agriculture shall have the right to seek judicial enforcement of this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, reimbursable expenditures, grant or donation of Federal property and interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the State Agency by the Department. This includes any Federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance such as food, cash assistance extended in reliance on the representations and agreements made in this assurance.

This assurance is binding on the State Agency, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the State Agency.

Contractor Initials 

Date 6/13/2023

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and Breastfeeding Peer Counseling (BFPC) and WIC Farmers' Market Nutrition Program (WIC-FMNP) contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Greater Seacoast Community Health. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 28, 2023 (Item #73), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $980,401

2. Modify Exhibit B, Scope of Services, Section 1.6 by adding Section 1.6.22 to read:

   1.6.22. Provide modernization services which must include e-signatures and secure document upload to increase customer service and user efficiency when providing nutrition and breastfeeding services.

3. Modify Exhibit C, Payment Terms, Paragraph 1 to read:

   1. This Agreement is funded by:

      1.1. 88% Federal funds, Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), as awarded on October 1, 2022, by the United States Department of Agriculture, Food and Nutrition Services (USDA-FNS), Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), CFDA 10.557, FAIN 234NH703W1003.

      1.2. 10% Federal funds, Breastfeeding Peer Counseling (BFPC), as awarded on October 1, 2022, by the United States Department of Agriculture, Food and Nutrition Services (USDA-FNS), Breastfeeding Peer Counseling (BFPC), CFDA 10.557, FAIN 234NH743W5003.

      1.3. 1% Federal funds, WIC Farmers' Market Nutrition Program (WIC-FMNP), as awarded on October 1, 2022, by the United States Department of Agriculture, Food and Nutrition Services (USDA-FNS), WIC Farmers' Market Nutrition Program (WIC-FMNP), CFDA 10.572, FAIN 224NH728Y8604.

      1.4. 1% Federal funds, WIC Modernization, as awarded on May 22, 2023, by the United States Department of Agriculture, Food and Nutrition Services (USDA-FNS), WIC Modernization, CFDA 10.557, FAIN 234NH082M2008.

4. Modify Exhibit C, Payment Terms, Paragraph 3 to read:

   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-8 Budget – Amendment #1.

5. Add Exhibit C-7 Budget – Amendment #1, which is attached hereto and incorporated by reference

herein.

6. Add Exhibit 8 Budget – Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

3/12/2024
Date

DocuSigned by:
Iain Watt
D7788963F9704G7...
Name: Iain Watt
Title: Interim Director - DPHS

Greater Seacoast Community Health

3/7/2024
Date

DocuSigned by:
Jim Avrett
7AC7B4306DCD4DE...
Name: Jim Avrett
Title: CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

3/12/2024
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit C-7 Budget - Amendment #1

New Hampshire Department of Health and Human Services	
Contractor Name:	Greater Seacoast Community Health
Budget Request for:	Special Supplemental Nutrition Program for WIC and BFPC and WIC-FMNP
Budget Period	G&C Approval - 6/30/24
Indirect Cost Rate (if applicable)	
Line Item	**Program Cost - Funded by DHHS**
1. Salary & Wages	$365
2. Fringe Benefits	$61
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	$0
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	$0
(J) Other - Teletask	$800
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$1,226
Total Indirect Costs	$0
TOTAL	$1,226

Contractor: DS

Date: 3/7/2024

Exhibit C-8 Budget - Amendment #1

New Hampshire Department of Health and Human Services	
Contractor Name:	Greater Seacoast Community Health
Budget Request for:	Special Supplemental Nutrition Program for WIC and BFPC and WIC-FMNP
Budget Period	7/01/2024 - 6/30/25
Indirect Cost Rate (if applicable)	0
Line Item	**Program Cost - Funded by DHHS**
1. Salary & Wages	$0
2. Fringe Benefits	$0
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	$0
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	$0
(J) Other - Teletask	$800
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$800
Total Indirect Costs	$0
TOTAL	$800

Contractor: DS

3/7/2024
Date: _____

DocuSign Envelope ID: 7490C170-4472-4866-8A9A-A0F68617742A

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 GREATER SEACOAST COMMUNITY HEALTH is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 18, 1971. 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: **65587**

Certificate Number: **0006199590**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 7th day of April A.D. 2023.

David M. Scanlan

Secretary of State

DocuSign Envelope ID: 7490C170-4472-4866-8A9A-A0F68617742A

CERTIFICATE OF AUTHORITY

I, Jennifer Glidden, Chair, of Greater Seacoast Community Health hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of Greater Seacoast Community Health.

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 January 22, 2024 at which a quorum of the Directors/shareholders were present and voting.

   VOTED: that Jim Avrett

   Is duly authorized on behalf of Greater Seacoast Community Health 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 amendments, revisions, or modifications thereto, which may in his/her judgement be desirable or necessary to effect the purpose of this vote.

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

Dated: 3/4/2024

DocuSigned by:

C358C10198084CE

Jennifer Glidden
Chair

DocuSign Envelope ID: 7490C170-4472-4866-8A9A-A0F68617742A

ACORD

GOODCOM-01 PCANTLIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/20/2024

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 License # AGR8150 Clark Insurance One Sundial Ave Suite 302N Manchester, NH 03103	CONTACT NAME: PHONE (A/C, No, Ext): (603) 622-2855 FAX (A/C, No): (603) 622-2854 E-MAIL ADDRESS: info@clarkinsurance.com
INSURED Greater Seacoast Community Health dba Goodwin Community Health, Families First SOS Community Organization, Lilac City Pediatrics 311 Route 108 Somersworth, NH 03878	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Tri-State Insurance Company of Minnesota — 31003 INSURER B : A.I.M. Mutual Insurance Companies — 33758 INSURER C : AIX Specialty Insurance Co — 12833 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 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			ADV5564228-10	10/10/2023	10/10/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY							
	X ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS			ADV5564228-10	10/10/2023	10/10/2024	BODILY INJURY (Per person)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR							
	[ ] EXCESS LIAB [ ] CLAIMS-MADE			ADV5564228-10	10/10/2023	10/10/2024	EACH OCCURRENCE	$ 5,000,000
	[ ] DED RETENTION $						AGGREGATE	$ 5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N/A		WMZ-800-8008412-2024A	1/1/2024	1/1/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Medical Professional			L3V-A671986-09	1/1/2024	1/1/2025	Each Incident	1,000,000
C	Medical Professional			L3V-A671986-09	1/1/2024	1/1/2025	Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability excludes coverage for claims that are covered under the FTCA

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human Services
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
Margie Ruth

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Greater Seacoast Community Health

Our Mission

To deliver innovative, compassionate, integrated health services and support that are accessible to all in our community, regardless of ability to pay.

Our Vision

To provide everyone in our community an opportunity to live a long and healthy life.

Our Values

Integrity, Respect, Compassion, Excellence, Collaboration

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BerryDunn

Greater Seacoast Community Health

FINANCIAL STATEMENTS

and

REPORTS IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS* AND THE UNIFORM GUIDANCE

December 31, 2022 and 2021

With Independent Auditor's Report

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BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Greater Seacoast Community Health

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Greater Seacoast Community Health (the Organization), which comprise the balance sheets as of December 31, 2022 and 2021, and the related statements of operations, changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of December 31, 2022 and 2021, and the results of its operations, changes in its net assets, and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

We conducted our audits in accordance with U.S. generally accepted auditing standards 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 Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Change in Accounting Principle

As discussed in Note 1 to the financial statements, in 2022, the Organization adopted the provisions of Financial Accounting Standards Board Accounting Standards Codification Topic 842, *Leases*. Our opinion is not modified with respect to that matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with U.S. generally accepted accounting principles, 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.

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

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's 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 U.S. 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, misrepresentations, 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 financial statements.

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the 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 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 the Organization'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 the Organization'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.

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Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* 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 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 financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the schedule of expenditures of federal awards 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 May 22, 2023 on our consideration of the Organization'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 the Organization'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 the Organization's internal control over financial reporting and compliance.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
May 22, 2023

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GREATER SEACOAST COMMUNITY HEALTH

Balance Sheets

December 31, 2022 and 2021

ASSETS

	2022	2021
Current assets		
Cash and cash equivalents	$ 7,625,600	$ 9,428,603
Patient accounts receivable	863,791	946,289
Grant and other receivables	1,119,148	826,005
Pledges receivable	239,644	379,166
Inventory	90,506	84,243
Other current assets	125,808	80,195
Total current assets	10,064,497	11,744,501
Investments	2,015,773	2,248,099
Assets limited as to use	1,226,379	1,513,872
Property and equipment, net	7,616,848	6,763,858
Operating lease right-of-use assets	147,812	-
Finance lease right-of-use asset	4,488,743	-
Total assets	$ 25,560,052	$ 22,270,330

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	$ 499,242	$ 499,922
Accrued payroll and related expenses	978,636	1,123,883
Patient deposits	174,576	171,291
Deferred revenue	123,901	219,339
Current portion of long-term debt	28,560	27,925
Current portion of operating lease liabilities	77,672	-
Current portion of finance lease liability	332,620	-
Total current liabilities	2,215,207	2,042,360
Long-term debt, less current portion	205,351	233,911
Operating lease liabilities, less current portion	71,151	-
Finance lease liability, less current portion	4,229,137	-
Total liabilities	6,720,846	2,276,271
Net assets		
Without donor restrictions	17,000,149	16,051,868
With donor restrictions	1,839,057	3,942,191
Total net assets	18,839,206	19,994,059
Total liabilities and net assets	$ 25,560,052	$ 22,270,330

The accompanying notes are an integral part of these financial statements.

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GREATER SEACOAST COMMUNITY HEALTH

Statements of Operations

Years Ended December 31, 2022 and 2021

	2022	2021
Operating revenue and support		
Net patient service revenue	$ 11,951,067	$ 12,147,244
Grants, contracts, and contributions	8,817,627	9,502,562
Provider Relief Fund	-	221,102
Paycheck Protection Program	-	1,479,000
Other operating revenue	570,271	476,334
Net assets released from restriction for operations	253,415	193,959
Total operating revenue and support	21,592,380	24,020,201
Operating expenses		
Salaries and wages	13,700,751	13,671,440
Employee benefits	2,693,634	2,524,515
Contracted services	1,055,318	1,075,563
Program supplies	1,793,207	1,980,697
Information technology	656,842	641,007
Occupancy	973,134	820,794
Other	1,496,242	1,326,186
Depreciation and amortization	699,958	307,683
Interest expense	91,352	6,225
Total operating expenses	23,160,438	22,354,110
Operating (loss) income	(1,568,058)	1,666,091
Other revenue (loss)		
Investment income	63,583	92,870
Change in fair value of investments	(326,453)	134,629
Total other revenue (loss)	(262,870)	227,499
(Deficiency) excess of revenue over expenses	(1,830,928)	1,893,590
Grants received for capital acquisition	949,352	167,837
Net assets released from restriction for capital acquisition	1,829,857	-
Increase in net assets without donor restrictions	$ 948,281	$ 2,061,427

The accompanying notes are an integral part of these financial statements.

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GREATER SEACOAST COMMUNITY HEALTH

Statements of Changes in Net Assets

Years Ended December 31, 2022 and 2021

	2022	2021
Net assets without donor restrictions		
(Deficiency) excess of revenue over expenses	$ (1,830,928)	$ 1,893,590
Grants received for capital acquisition	949,352	167,837
Net assets released from restriction for capital acquisition	1,829,857	-
Increase in net assets without donor restrictions	948,281	2,061,427
Net assets with donor restrictions		
Contributions	208,519	1,127,393
Investment income	32,911	44,850
Change in fair value of investments	(261,292)	153,252
Net assets released from restriction for operations	(253,415)	(193,959)
Net assets released from restriction for capital acquisition	(1,829,857)	-
(Decrease) increase in net assets with donor restrictions	(2,103,134)	1,131,536
Change in net assets	(1,154,853)	3,192,963
Net assets, beginning of year	19,994,059	16,801,096
Net assets, end of year	$ 18,839,206	$ 19,994,059

The accompanying notes are an integral part of these financial statements.

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GREATER SEACOAST COMMUNITY HEALTH

Statements of Cash Flows

Years Ended December 31, 2022 and 2021

	2022	2021
Cash flows from operating activities		
Change in net assets	$ (1,154,853)	$ 3,192,963
Adjustments to reconcile change in net assets to net cash (used) provided by operating activities		
Depreciation and amortization	699,958	307,683
Amortization of operating lease right-of-use assets	137,455	-
Change in fair value of investments	587,745	(287,881)
Grants and contributions for long-term purposes	(949,352)	(1,859,630)
Decrease (increase) in		
Patient accounts receivable	82,498	(47,775)
Grant and other receivables	(293,143)	323,766
Pledges receivable	(22,978)	700
Inventory	(6,263)	50,354
Other current assets	(45,613)	76,319
Increase (decrease) in		
Accounts payable and accrued expenses	(93,179)	216,820
Accrued payroll and related expenses	(145,247)	168,426
Patient deposits	3,285	18,365
Deferred revenue	(95,438)	102,889
Provider Relief Funds refundable advance	-	(221,102)
Paycheck Protection Program refundable advance	-	(1,479,000)
Operating lease liabilities	(136,444)	-
Net cash (used) provided by operating activities	(1,431,569)	562,897
Cash flows from investing activities		
Capital acquisitions	(1,168,282)	(1,133,501)
Proceeds from sale of investments	-	78,398
Purchase of investments	(67,926)	(194,159)
Net cash used by investing activities	(1,236,208)	(1,249,262)
Cash flows from financing activities		
Grants and contributions received for long-term purposes	1,111,852	1,904,201
Payments on long-term debt	(27,925)	(27,304)
Payments on finance lease liability	(219,153)	-
Net cash provided by financing activities	864,774	1,876,897
Net (decrease) increase in cash and cash equivalents	(1,803,003)	1,190,532
Cash and cash equivalents, beginning of year	9,428,603	8,238,071
Cash and cash equivalents, end of year	$ 7,625,600	$ 9,428,603
Supplemental disclosures of cash flow information		
Cash paid for interest	$ 91,352	$ 6,225
Right of use asset obtained in exchange for finance lease liability	4,780,910	-
Property and equipment included in accounts payable	92,499	-

The accompanying notes are an integral part of these financial statements.

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Organization

Greater Seacoast Community Health (the Organization) is a not-for-profit corporation organized in New Hampshire. The Organization is a Federally Qualified Health Center (FQHC), providing fully integrated medical, behavioral, oral health, recovery services and social support for underserved populations. The Organization is a network of community health centers, which includes Families First Health & Support Center and Goodwin Community Health, providing healthcare services to individuals living within the greater seacoast area.

1. Summary of Significant Accounting Policies

Basis of Presentation

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (U.S. GAAP), which requires the Organization to report information in the financial statements according to the following net asset classifications:

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 met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Income Taxes

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code (IRC). As a public charity, the Organization is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

COVID-19

In March 2020, the World Health Organization declared coronavirus disease (COVID-19) a global pandemic and the United States federal government declared COVID-19 a national emergency. The Organization implemented an emergency response to ensure the safety of its patients, staff and the community. In adhering to guidelines issued by the Centers for Disease Control and Prevention, the Organization took steps to create safe distances between both staff and patients. All providers received the necessary equipment to allow for medical and behavioral health visits using telehealth.

The Organization received distributions totaling $221,102 from the Provider Relief Fund (PRF), a fund established to support healthcare providers in responding to the COVID-19 outbreak, in 2020. The Organization identified qualifying expenditures of during the year ended December 31, 2021 and recognized the PRF as revenue.

The Organization qualified for and received a loan in the amount of $1,479,000 from the Paycheck Protection Program (PPP), a program implemented by the U.S. Small Business Administration (SBA). The principal amount of the PPP was subject to forgiveness, upon the Organization's request, to the extent that the proceeds are used to pay qualifying expenditures, including payroll costs, rent and utilities, incurred by the Organization during a specific covered period. The PPP was fully forgiven by the SBA and the lender on September 17, 2021.

The various COVID-19 programs are complex and subject to interpretation. The programs may be subject to future investigation by governmental agencies. The Paycheck Protection Program Loan can be audited by the Small Business Association for up to six years from the date of forgiveness. Any difference between amounts previously recognized and amounts subsequently determined to be recoverable or payable are adjusted in future periods as adjustments become known.

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and petty cash funds.

The Organization has cash deposits in major financial institutions which exceed federal depository insurance limits. The Organization has not experienced losses in such accounts and management believes the credit risk related to these deposits is minimal.

Revenue Recognition and Patient Accounts Receivable

Net patient service revenue is reported at the amount that reflects the consideration to which the Organization expects to be entitled in exchange for providing patient care. These amounts are due from patients and third-party payers (including commercial insurers and governmental programs). Generally, the Organization bills the patients and third-party payers several days after the services are performed. Revenue is recognized as performance obligations are satisfied.

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Performance obligations are determined based on the nature of the services provided by the Organization. The majority of the Organization's performance obligations are satisfied at a point in time.

The Organization measures the performance obligations as follows:

- Medical, behavioral health, dental and ancillary services are measured from the commencement of an in-person or virtual encounter with a patient to the completion of the encounter. Ancillary services provided the same day are considered to be part of the performance obligation and are not deemed to be separate performance obligations.
- Contract 340B pharmacy program services are measured when the prescription is dispensed to the patient as reported by the pharmacy administrator.
- In-house pharmacy services are measured when the prescription is dispensed to the patient at one of the Organization's in-house pharmacy.

The Organization determines the transaction price based on standard charges for goods and services provided, reduced by contractual adjustments provided to third-party payers, discounts provided to uninsured patients in accordance with the Organization's sliding fee discount program, and implicit price concessions provided to uninsured patients. The Organization determines its estimates of contractual adjustments and discounts based on contractual agreements, its discount policies, and historical experience. The Organization determines its estimate of implicit price concessions based on its historical collection experience.

Consistent with the Organization's mission and FQHC designation, care is provided to patients regardless of their ability to pay. Therefore, the Organization has determined it has provided implicit price concessions to uninsured patients and patients with other uninsured balances (for example, copays and deductibles). The implicit price concessions included in estimating the transaction price represent the difference between amounts billed to patients and amounts the Organization expects to collect based on its collection history with those patients.

The Organization has determined that the nature, amount, timing and uncertainty of revenue and cash flows are affected by the payer. In assessing collectability, the Organization has elected the portfolio approach. The portfolio approach is being used as the Organization has a large volume of similar contracts with similar classes of customers (patients). The Organization reasonably expects that the effect of applying a portfolio approach to a group of contracts would not differ materially from considering each contract separately. Management's judgment to group the contracts by portfolio is based on the payment behavior expected in each portfolio category. As a result, aggregating all the contracts (which are at the patient level) by the particular payer or group of payers will result in the recognition of the same amount of revenue as applying the analysis at the individual patient level. Payer concentrations are disclosed in Note 10.

The Organization bills the patients and third-party payers several days after the services are performed. A summary of payment arrangements follows:

Medicare

The Organization is primarily reimbursed for medical, behavioral health and ancillary services provided to patients based on the lesser of actual charges or prospectively set rates for all FQHC services furnished to a Medicare beneficiary on the same day when an FQHC furnishes a face-to-face or virtual visit. Certain other services provided to patients are reimbursed based on predetermined payment rates for each Current Procedural Terminology (CPT) code, which may be less than the Organization's public fee schedule.

Medicaid

The Organization is primarily reimbursed for medical, behavioral health and ancillary services provided to patients based on prospectively set rates for all FQHC services furnished to a Medicaid beneficiary on the same day when an FQHC furnishes a face-to-face or virtual visit. Certain other services, including dental services, provided to patients are reimbursed based on predetermined payment rates for each CPT code, which may be less than the Organization's public fee schedule.

Other Payers

The Organization has also entered into payment agreements with certain commercial insurance carriers, health maintenance organizations, and preferred provider organizations. Under these arrangements, the Organization is reimbursed for services based on contractually obligated payment rates for each CPT code, which may be less than the Organization's public fee schedule.

Patients

The Organization provides care to patients who meet certain criteria under its sliding fee discount program. The Organization estimates the costs associated with providing this care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for the sliding fee discount program. The estimated cost of providing services to patients under the Organization's sliding fee discount program was approximately $688,027 and $1,066,556 for the years ended December 31, 2022 and 2021, respectively. The Organization is able to provide these services with a component of funds received through federal and state grants and local support.

For uninsured patients who do not qualify under the Organization's sliding fee discount program, the Organization bills the patient based on the Organization's standard rates for services provided. Patient balances are typically due within 30 days of billing; however, the Organization does, in certain instances, enter into payment agreements with patients that allow payments in excess of one year. For those cases, the financing component is not deemed to be significant to the contract.

340B Pharmacy Program Revenue

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. This program requires drug manufacturers to provide outpatient drugs to FQHCs and other covered entities at a reduced price. The Organization operates an in-house pharmacy and contracts with other local pharmacies under this program. The contract pharmacies dispense drugs to eligible patients of the Organization and bill Medicare and commercial insurances on behalf of the Organization. Reimbursement received by the contract pharmacies is remitted to the Organization, less dispensing and administrative fees. The Organization recognizes revenue in the amounts that reflect the consideration to which it expects to be entitled in exchange for the prescription.

Laws and regulations governing the Medicare, Medicaid and 340B programs are complex and subject to interpretation. Management believes that the Organization is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare, Medicaid and 340B programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

Patient Accounts Receivable

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances and consisted of the following:

	January 1, 2021	December 31, 2021	**December 31, 2022**
Patient accounts receivable	$ 541,407	$ 673,736	**$ 757,642**
In-house pharmacy receivables	193,804	76,347	**61,671**
Contract 340B pharmacy receivables	163,303	196,206	**44,478**
Total patient accounts receivable	$ 898,514	$ 946,289	**$ 863,791**

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. The accounts receivable from patients and third-party payers, net of contractual allowances, were as follows:

	2022	2021
Governmental plans		
Medicare	**15 %**	8 %
Medicaid	**34 %**	34 %
Commercial payers	**35 %**	36 %
Patient	**16 %**	22 %
Total	**100 %**	100 %

Grant and Other Receivables, and Deferred Revenue

Grant and other receivables are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

The Organization receives a significant amount of grants from the U.S. Department of Health and Human Services (HHS). For the years ended December 31, 2022 and 2021, grants from HHS (including both direct awards and awards passed through other organizations) represented approximately 73% and 67%, respectively, of the total of grants, contracts, and contributions and Provider Relief Fund.

A portion of the Organization's revenue is derived from cost-reimbursable grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has met the performance requirements or incurred expenditures in compliance with specific contract or grant provisions, as applicable. Amounts received prior to incurring qualifying expenditures are reported as deferred revenue.

The Organization has been awarded cost reimbursable grants from HHS that have not been recognized at December 31, 2022 because qualifying expenditures have not yet been incurred as follows:

	Amount	Available Through
Health Center Program	$ 1,325,295	April 30, 2023
Integrated Behavioral Health Services	22,363	April 30, 2023
FY 2023 Expanding COVID-19 Vaccination Awards	178,672	December 31, 2023
American Rescue Plan Act Funding for Health Centers	1,694,270	March 31, 2024
Total HHS grant funds available	$ 3,220,600	

Inventory

Inventory consists primarily of pharmaceuticals and is stated at the lower of cost or retail. Cost is determined on the first-in, first-out method.

Investments and Assets Limited as to Use

Assets limited as to use include investments held for others and donor-restricted contributions to be held in perpetuity and earnings thereon, subject to the Organization's spending policy as further discussed in Note 9.

The Organization reports investments at fair value. Investments include donor endowment funds and assets held for long-term purposes. Accordingly, investments have been classified as non-current assets in the accompanying balance sheets regardless of maturity or liquidity. The Organization has established policies governing long-term investments, which are held within several investment accounts, based on the purposes for those investment accounts and their earnings.

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Investment income and the change in fair value are included in the (deficiency) excess of revenue over expenses, unless otherwise stipulated by the donor or State Law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility risks. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the balance sheets.

Property and Equipment

Property and equipment are carried at cost less accumulated depreciation. Maintenance, repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets. Property and equipment costing less than $5,000 is charged to expense upon purchase.

Right-of-Use Assets and Lease Liabilities

Effective January 1, 2022, the Organization adopted Financial Accounting Standards Board Accounting Standards Codification (ASC) Topic 842, *Leases* (Topic 842). The Organization determines if an arrangement is a lease or contains a lease at inception of a contract. A contract is determined to be or contain a lease if the contract conveys the right to control the use of identified property, plant, or equipment (an identified asset) in exchange for consideration. The Organization determines these assets are leased because the Organization has the right to obtain substantially all of the economic benefit from and the right to direct the use of the identified asset. Assets in which the supplier or lessor has the practical ability and right to substitute alternative assets for the identified asset and would benefit economically from the exercise of its right to substitute the asset are not considered to be or contain a lease because the Organization determines it does not have the right to control and direct the use of the identified asset. The Organization's lease agreements do not contain any material residual value guarantees or material restrictive covenants.

In evaluating its contracts, the Organization separately identifies lease and non-lease components, such as maintenance costs, in calculating the right-of-use (ROU) assets and lease liabilities for its facility and equipment leases. The Organization has elected the practical expedient to not separate lease and non-lease components and classifies the contract as a lease if consideration in the contract allocated to the lease component is greater than the consideration allocated to the non-lease agreement.

Leases result in the recognition of ROU assets and lease liabilities on the balance sheet. ROU assets represent the right to use an underlying asset for the lease term, and lease liabilities represent the obligation to make lease payments arising from the lease, measured on a discounted basis. The Organization determines lease classification as operating or finance at the lease commencement date.

At lease inception, the lease liability is measured at the present value of the lease payments over the lease term. The ROU asset equals the lease liability adjusted for any initial direct costs, prepaid or deferred rent, and lease incentives. Topic 842 requires the use of the implicit rate in the lease when readily determinable. As the leases do not provide an implicit rate, the Organization elected the practical expedient to use the risk-free rate when the rate of the lease is not implicit in the lease agreement.

The lease term may include options to extend or to terminate the lease that the Organization is reasonably certain to exercise. Lease expense for operating and finance leases is recognized on a straight-line basis over the lease term.

The Organization has elected not to record leases with an initial term of 12 months or less on the balance sheet. Lease expense on such leases is recognized on a straight-line basis over the lease term.

Upon adoption of Topic 842, the Organization elected the package of practical expedients permitted under the transition guidance within the new standard which includes the following: relief from determination of lease contracts included in existing or expiring leases at the point of adoption, relief from having to reevaluate the classification of leases in effect at the point of adoption, and relief from reevaluation of existing leases that have initial direct costs associated with the execution of the lease contract.

The adoption of Topic 842 resulted in the recognition of the following assets and liabilities on January 1, 2022:

Operating lease right-of-use assets	$ 283,253
Current portion of operating lease liabilities	$ 137,455
Operating lease liabilities, less current portion	145,798
Operating lease liabilities	$ 283,253

Results for the period prior to January 1, 2022 continue to be reported in accordance with the Organization's historical accounting treatment for leases.

Patient Deposits

Patient deposits primarily consist of payments made by patients in advance of significant dental work based on quotes for the work to be performed.

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Contributions

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as net assets with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified as net assets without donor restrictions and reported in the statements of operations as net assets released from restriction. Pledges receivable are due in 2023.

The Organization reports gifts of property and equipment as support without donor restrictions unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as support with donor restrictions. Absent explicit donor stipulations about how long those long-lived assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service.

(Deficiency) Excess of Revenue Over Expenses

The statements of operations reflect the (deficiency) excess of revenue over expenses. Changes in net assets without donor restrictions which are excluded from the (deficiency) excess of revenue over expenses include contributions of long-lived assets (including assets acquired using grants and contributions which, by donor restriction, were to be used for the purposes of acquiring such assets) and net assets released from restriction for capital acquisition.

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through May 22, 2023, which is the date the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

2. Availability and Liquidity of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments. The Organization has various sources of liquidity at its disposal, including cash and cash equivalents and investments.

Financial assets and liquidity resources available within one year for general expenditure, such as operating expenses, were as follows at December 31:

	2022	2021
Cash and cash equivalents	$ 7,625,600	$ 9,428,603
Investments	2,015,773	2,248,099
Patient accounts receivable	863,791	946,289
Grant and other receivables	1,119,148	826,005
Less donor restricted assets	(235,858)	(451,518)
Financial assets available for current use	$11,388,454	$12,997,478

3. Pledges Receivable

Pledges receivable consisted of the following at December 31:

	2022	2021
Capital projects that are in service	$ 215,666	$ -
Donor restricted		
Capital projects	-	375,666
Program services	23,978	3,500
Total donor restricted	23,978	379,166
Total	$ 239,644	$ 379,166

4. Investments and Assets Limited as to Use

Investments, stated at fair value, consisted of the following at December 31:

	2022	2021
Long-term investments	$ 2,015,773	$ 2,248,099
Assets limited as to use	1,226,379	1,513,872
Total investments	$ 3,242,152	$ 3,761,971

Assets limited as to use are restricted for the following purposes at December 31:

	2022	2021
Assets held in trust under Section 457(b) deferred compensation plans	$ 59,631	$ 57,391
Assets with donor restrictions	1,166,748	1,456,481
Total	$ 1,226,379	$ 1,513,872

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Fair Value of Financial Instruments

U.S. GAAP defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

U.S. GAAP distinguishes three levels of inputs that may be utilized when measuring fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The following table sets forth by level, within the fair value hierarchy, the Organization's investments at fair value at December 31:

	2022			
	Level 1	Level 2	Level 3	Total
Cash and cash equivalents	$ 45,255	$ -	$ -	$ 45,255
Municipal bonds	-	139,194	-	139,194
Exchange traded funds	1,360,349	-	-	1,360,349
Mutual funds	1,697,354	-	-	1,697,354
Total investments	$ 3,102,958	$ 139,194	$ -	$ 3,242,152

	2021			
	Level 1	Level 2	Level 3	Total
Cash and cash equivalents	$ 125,737	$ -	$ -	$ 125,737
Municipal bonds	-	158,269	-	158,269
Exchange traded funds	1,359,909	-	-	1,359,909
Mutual funds	2,118,056	-	-	2,118,056
Total investments	$ 3,603,702	$ 158,269	$ -	$ 3,761,971

Municipal bonds are valued based on quoted market prices of similar assets.

5. Property and Equipment

Property and equipment consisted of the following:

	2022	2021
Land	$ 718,427	$ 718,427
Building and improvements	6,499,881	5,949,854
Leasehold improvements	1,589,382	179,963
Furniture, fixtures, and equipment	2,954,785	2,864,516
Total cost	11,762,475	9,712,760
Less accumulated depreciation	4,155,627	4,100,983
	7,606,848	5,611,777
Projects in progress	10,000	1,152,081
Property and equipment, net	$ 7,616,848	$ 6,763,858

Property and equipment acquired with Federal grant funds are subject to specific federal standards for sales and other dispositions. In many cases, the Federal government retains a residual ownership interest in the assets, requiring prior approval and restrictions on disposition.

Depreciation expense amounts to $407,791 and $307,683 for the years ended December 31, 2022 and 2021, respectively.

6. Long-Term Debt

Long-term debt consists of the following at December 31:

	2022	2021
2.25% promissory note payable to New Hampshire Health and Education Facilities Authority through July 2030, paid in monthly installments of $2,794, including interest. Note is uncollateralized.	$ 233,911	$ 261,836
Less current portion	28,560	27,925
Long-term debt, less current portion	$ 205,351	$ 233,911

Maturities of long-term debt for the next five years are as follows at December 31:

2023	$ 28,560
2024	29,209
2025	29,873
2026	30,552
2027	31,247
Thereafter	84,470
Total	$ 233,911

7. Leases

The Organization has entered the following lease arrangements:

Finance Lease

During 2022, the Organization entered into a facility lease through 2037. The lease contains an annual escalating clause of 3 percent beginning in 2027. Termination of the lease generally is prohibited unless there is a violation under the lease agreement.

Operating Leases

The Organization has four facility leases that expire from 2024 through 2025. These leases generally contain renewal options and annual escalating clauses of 3 percent. Termination of the leases is generally prohibited unless there is a violation under the lease agreements.

Lease Cost

Lease cost for the year ended December 31, 2022 is as follows:

Finance lease	
Amortization of right-of-use asset	$ 292,167
Interest on lease liability	85,748
Operating leases	137,455
Short-term lease expense	56,228
Total	$ 571,598

Other Information

Weighted-average remaining lease term:	
Finance lease	14 years
Operating leases	2 years
Weighted-average discount rate:	
Finance lease	2.01%
Operating leases	1.04%

Future Minimum Lease Payments and Reconciliation to the Balance Sheet

Future minimum payments due under the facility and equipment lease agreements for the years ending December 31, are as follows:

	Finance Lease	Operating Leases
2023	$ 332,620	$ 77,672
2024	332,620	58,984
2025	332,620	13,696
2026	332,620	-
2027	341,767	-
Thereafter	3,602,655	-
Total future undiscounted lease payments	5,274,902	150,352
Less present value discount	713,145	1,529
Total lease liabilities	4,561,757	148,823
Current portion of lease liabilities	332,620	77,672
Lease liabilities, net of current portion	$ 4,229,137	$ 71,151

8. Net Assets with Donor Restrictions

Net assets with donor restrictions are available for the following purposes at December 31:

	2022	2021
Specific purpose (temporary in nature)		
Program services	$ 235,858	$ 451,518
Construction of new facility	412,473	1,655,026
Pledges receivable for construction of new facility	-	375,666
Passage of time (temporary in nature)		
Pledges receivable	23,978	3,500
Earnings from endowment investments	297,070	586,803
Held in perpetuity (permanent in nature)		
Endowment	869,678	869,678
Total	$ 1,839,057	$ 3,942,191

Net assets released from net assets with donor restrictions were as follows at December 31:

	2022	2021
Satisfaction of purpose - program services	$ 144,063	$ 39,143
Satisfaction of purpose - purchase of capital assets	1,829,857	-
Passage of time - pledges receivable	48,000	96,950
Passage of time - endowment earnings	61,352	57,866
Total	$ 2,083,272	$ 193,959

9. Endowment

Interpretation of Relevant Law

The Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as a donor-restricted endowment (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent donor-restricted endowment gifts, and (c) accumulations to the donor-restricted endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund, if any, is classified as net assets with donor restrictions until those amounts are appropriated for expenditure in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

(1) The duration and preservation of the fund;
(2) The purposes of the Organization and the donor-restricted endowment fund;
(3) General economic conditions;
(4) The possible effect of inflation and deflation;
(5) The expected total return from income and the appreciation of investments;
(6) Other resources of the Organization; and
(7) The investment policies of the Organization.

Spending Policy

The Organization has a policy of appropriating for expenditure an amount equal to 5% of the endowment fund's average fair market value over the prior 20 quarters. The earnings on the endowment fund are to be used for operations.

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Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires the Organization to retain as a fund of perpetual duration (underwater). In the event the endowment becomes underwater, it is the Organization's policy to not appropriate expenditures from the endowment assets until the endowment is no longer underwater. There were no such deficiencies as of December 31, 2022 and 2021.

Return Objectives and Risk Parameters

The Organization has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the Organization must hold in perpetuity. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed or meet designated benchmarks while incurring a reasonable and prudent level of investment risk.

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, the Organization relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Organization targets a diversified asset allocation that places a balanced emphasis on equity-based and income-based investments to achieve its long-term return objectives within prudent risk constraints.

Endowment Net Asset Composition by Type of Fund

The Organization's endowment consists of assets with donor restrictions only and had the following related activities at December 31:

	2022	2021
Endowments, beginning of year	$ 1,456,481	$ 1,316,245
Investment income	32,911	44,850
Change in fair value of investments	(261,292)	153,252
Spending policy appropriations	(61,352)	(57,866)
Endowments, end of year	$ 1,166,748	$ 1,456,481

10. Net Patient Service Revenue

Net patient service revenue by payer and program is as follows:

	2022		
	Medical, Behavioral Health and Dental Services	Pharmacy Services	Total
Governmental payers			
Medicare	$ 775,698	$ -	$ 775,698
Medicaid	5,287,937	329,783	5,617,720
Commercial payers	2,947,918	872,636	3,820,554
Patient	217,213	149,542	366,755
Net direct patient service revenue	9,228,766	1,351,961	10,580,727
340B contract pharmacy revenue	-	1,370,340	1,370,340
Net patient service revenue	$ 9,228,766	$ 2,722,301	$ 11,951,067

	2021		
	Medical, Behavioral Health and Dental Services	Pharmacy Services	Total
Governmental payers			
Medicare	$ 762,586	$ -	$ 762,586
Medicaid	5,226,275	277,925	5,504,200
Commercial payers	2,842,725	929,547	3,772,272
Patient	288,321	136,482	424,803
Net direct patient service revenue	9,119,907	1,343,954	10,463,861
340B contract pharmacy revenue	-	1,683,383	1,683,383
Net patient service revenue	$ 9,119,907	$ 3,027,337	$ 12,147,244

11. Functional Expenses

The Organization provides various services to residents within its geographic location. Given the Organization is a service organization, expenses are allocated between healthcare, administrative and support and fundraising services based on the percentage of direct care wages to total wages, with the exception of program supplies which are 100% healthcare in nature.

Expenses related to providing these services are as follows:

	2022			
	Healthcare Services	Administrative and Support Services	Fundraising Services	Total
Salaries and wages	$ 11,752,215	$ 1,476,954	$ 471,582	$ 13,700,751
Employee benefits	2,290,698	313,166	89,770	2,693,634
Contracted services	833,825	204,594	16,899	1,055,318
Program supplies	1,793,207	-	-	1,793,207
Information technology	558,586	76,366	21,890	656,842
Occupancy	827,565	113,138	32,431	973,134
Other	1,272,422	173,955	49,865	1,496,242
Depreciation and amortization	595,253	81,378	23,327	699,958
Interest expense	77,687	10,621	3,044	91,352
Total	$ 20,001,458	$ 2,450,172	$ 708,808	$ 23,160,438

	2021			
	Healthcare Services	Administrative and Support Services	Fundraising Services	Total
Salaries and wages	$ 11,626,356	$ 1,589,462	$ 455,622	$ 13,671,440
Employee benefits	2,146,878	293,504	84,133	2,524,515
Contract services	901,023	165,775	8,765	1,075,563
Program supplies	1,980,697	-	-	1,980,697
Information technology	545,120	74,524	21,363	641,007
Occupancy	698,013	95,427	27,354	820,794
Other	1,127,805	154,183	44,198	1,326,186
Depreciation and amortization	261,657	35,772	10,254	307,683
Interest expense	5,294	724	207	6,225
Total	$ 19,292,843	$ 2,409,371	$ 651,896	$ 22,354,110

12. Retirement Plans

The Organization has a defined contribution plan under IRC Section 401(k) that covers substantially all employees. For the years ended December 31, 2022 and 2021, the Organization contributed $260,713 and $222,748, respectively, to the plan.

The Organization has established an unqualified deferred compensation plan under IRC Section 457(b) for certain key employees of the Organization. The Organization did not contribute to the plan during the year ended December 31, 2022. The balance of the deferred compensation plan amounted to $59,631 and $57,391 at December 31, 2022 and 2021, respectively.

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13. Medical Malpractice Insurance

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of December 31, 2022, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and additional medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

14. Food Vouchers

The Organization acts as a conduit for the State of New Hampshire's Special Supplemental Food Program for Women, Infants and Children (WIC). The value of food vouchers distributed by the Organization was $1,310,202 and $1,323,285 for the years ended December 31, 2022 and 2021, respectively. These amounts are not included in the accompanying financial statements as they are not part of the contract the Organization has with the State of New Hampshire for the WIC program.

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SUPPLEMENTARY INFORMATION

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GREATER SEACOAST COMMUNITY HEALTH

Schedule of Expenditures of Federal Awards

Year Ended December 31, 2022

Federal Grant/Pass-Through Grantor/Program Title	Assistance Listing Number	Pass-Through Contract Number	Total Federal Expenditures
U.S. Department of Health and Human Services			
Direct			
Health Center Program Cluster			
Consolidated Health Centers (Community Health Centers, Migrant Health Centers, Health Care for the Homeless, and Public Housing Primary Care)	93.224		$ 990,119
COVID-19 Consolidated Health Centers (Community Health Centers, Migrant Health Centers, Health Care for the Homeless, and Public Housing Primary Care)	93.224		1,218,108
Total AL 93.224			2,208,227
Affordable Care Act (ACA) Grants for New and Expanded Services Under the Health Center Program	93.527		3,016,159
Total Health Center Program Cluster			5,224,386
Affordable Care Act (ACA) Grants for Capital Development in Health Centers	93.526		636,073
Pass-Through			
State of New Hampshire Department of Health and Human Services			
Public Health Emergency Preparedness	93.069	074-500589/90077028	34,042
Public Health Emergency Preparedness	93.069	102-500731/90077410	27,942
Total AL 93.069			61,984
Immunization Cooperative Agreements	93.268	102-500731/90023205	408
Immunization Cooperative Agreements	93.268	102-500731/90023800	28,910
Immunization Cooperative Agreements	93.268	102-500731/90023010	9,119
Total AL 93.268			38,437
COVID-19 Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises	93.391	102-500731/90577140	26,672
COVID-19 Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises	93.391	102-500731/90577150	13,491
Bi-State Primary Care Association, Inc.			
COVID-19 Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises	93.391	n/a	30,804
Total AL 93.391			70,967
State of New Hampshire Department of Health and Human Services			
Promoting Safe and Stable Families	93.556	102-500734/42107306	16,351
Temporary Assistance for Needy Families	93.558	502-500891/45030206	135,002
Stephanie Tubbs Jones Child Welfare Services Program	93.645	102-500734/42106802	3,323
Social Services Block Grant	93.667	102-500734/42106603	56,354
National Bioterrorism Hospital Preparedness Program	93.889	074-500589/90077700	8,643

The accompanying notes are an integral part of this schedule.

GREATER SEACOAST COMMUNITY HEALTH

Schedule of Expenditures of Federal Awards (Concluded)

Year Ended December 31, 2022

Federal Grant/Pass-Through Grantor/Program Title	Assistance Listing Number	Pass-Through Contract Number	Total Federal Expenditures
Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations	93.898	102-500731/90080081	11,874
Block Grants for Prevention and Treatment of Substance Abuse	93.959	074-500585/92057502	45,339
Block Grants for Prevention and Treatment of Substance Abuse	93.959	074-500585/92057504	14,554
Block Grants for Prevention and Treatment of Substance Abuse	93.959	074-500589/92057506	56,003
Block Grants for Prevention and Treatment of Substance Abuse	93.959	074-500585/92058506	20,030
Block Grants for Prevention and Treatment of Substance Abuse	93.959	074-500585/90001022	13,522
Block Grants for Prevention and Treatment of Substance Abuse	93.959	010-092-33800000-500589/92057502	6,009
Total AL 93.959			155,457
Preventive Health and Health Services Block Grant	93.991	074-500585/92057502	13,940
Maternal and Child Health Services Block Grant to the States	93.994	102-500731/90080112	54,154
Maternal and Child Health Services Block Grant to the States	93.994	102-500731/90004009	6,307
Total AL 93.994			60,461
Total U.S. Department of Health and Human Services			6,493,252
U. S. Department of Agriculture			
Pass-Through			
State of New Hampshire Department of Health and Human Services			
Special Supplemental Nutrition Program for Women, Infants, and Children	10.557	102-500734	435,534
U.S. Department of Housing and Urban Development			
Pass-Through			
City of Portsmouth New Hampshire			
Community Development Block Grants/Entitlement Grants	14.218	n/a	5,250
U.S. Department of Treasury:			
Pass-Through			
Bi-State Primary Care Association, Inc.			
COVID-19 Coronavirus State and Local Fiscal Recovery Funds	21.027	n/a	42,682
U.S. Department of Homeland Security			
Pass-Through			
State of New Hampshire Department of Health and Human Services			
COVID-19 Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	103-502507/95010690	52,226
Total, All Programs			$ 7,028,944

The accompanying notes are an integral part of this schedule.

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GREATER SEACOAST COMMUNITY HEALTH

Notes to Schedule of Expenditures of Federal Awards

Year Ended December 31, 2022

1. Summary of Significant Accounting Policies

Expenditures reported on the schedule of expenditures of federal awards (the Schedule) are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), wherein certain types of expenditures are not allowable or are limited as to reimbursement.

2. De Minimis Indirect Cost Rate

Greater Seacoast Community Health (the Organization) has elected not to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.

3. Basis of Presentation

The Schedule includes the federal grant activity of the Organization. The information in this Schedule is presented in accordance with the requirements of the Uniform Guidance. Because the Schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

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INDEPENDENT AUDITOR'S 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*

Board of Directors
Greater Seacoast Community Health

We have audited, in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Greater Seacoast Community Health (the Organization), which comprise the balance sheet as of December 31, 2022, and the related statements of operations, changes in net assets and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated May 22, 2023.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization'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 the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization'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.

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Board of Directors
Greater Seacoast Community Health

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's 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.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
May 22, 2023

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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR THE MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Board of Directors
Greater Seacoast Community Health

Report on Compliance for the Major Federal Program

Opinion on the Major Federal Program

We have audited Greater Seacoast Community Health's (the Organization) compliance with the types of compliance requirements identified as subject to audit in the Office of Management and Budget *Compliance Supplement* that could have a direct and material effect on its major federal program for the year ended December 31, 2022. The Organization's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Organization complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended December 31, 2022.

Basis for Opinion on the Major Federal Program

We conducted our audit of compliance in accordance with U.S. generally accepted auditing standards; 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 Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Organization 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 the major federal program. Our audit does not provide a legal determination of the Organization'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 the Organization's federal programs.

Auditor's 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 the Organization'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 U.S. 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 the Organization's compliance with the requirements of the major federal program as a whole.

In performing an audit in accordance with U.S. 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 the Organization'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 the Organization'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 the Organization'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.

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.

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Board of Directors
Greater Seacoast Community Health

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's 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.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
May 22, 2023

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GREATER SEACOAST COMMUNITY HEALTH

Schedule of Findings and Questioned Costs

Year Ended December 31, 2022

Section 1. Summary of Auditor's Results

Financial Statements

Type of auditor's report issued:			Unmodified	
Internal control over financial reporting:				
Material weakness(es) identified?	☐	Yes	☑	No
Significant deficiency(ies) identified that are not considered to be material weakness(es)?	☐	Yes	☑	None reported
Noncompliance material to financial statements noted?	☐	Yes	☑	No

Federal Awards

Internal control over major programs:				
Material weakness(es) identified:	☐	Yes	☑	No
Significant deficiency(ies) identified that are not considered to be material weakness(es)?	☐	Yes	☑	None reported
Type of auditor's report issued on compliance for major programs:			Unmodified	
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	☐	Yes	☑	No

Identification of major programs:

Assistance Listing Number	Name of Federal Program or Cluster
	Health Center Program Cluster

Dollar threshold used to distinguish between Type A and Type B programs:			$750,000	
Auditee qualified as low-risk auditee?	☑	Yes	☐	No

Section 2. Financial Statement Findings

None

Section 3. Federal Award Findings and Questioned Costs

None

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GREATER SEACOAST COMMUNITY HEALTH

Summary Schedule of Prior Year Findings

Year Ended December 31, 2022

Finding Number: 2021-001

Criteria:	In accordance with Section 330(k)(3)(G) of the PHS Act (42 U.S. Code § 254b), as an FQHC, the Organization must have a sliding fee discount program in which the Organization's fee schedule is discounted based on a patient's ability to pay.
Condition:	The Organization has not applied sliding fee discounts to patient charges consistent with its sliding fee discount program.
Recommendation:	We recommended management review the complexity of the Organization's dental sliding fee discount schedule and consider whether modifications to the scale would better allow the billing system to correctly apply sliding fee discounts to dental patients without the need for staff correction. We also recommended management consider increasing the number of dental transactions reviewed as part of the Organization's internal monitoring procedures.
Status:	Resolved.

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GREATER SEACOAST COMMUNITY HEALTH

Goodwin Community Health | Families First | Lilac City Pediatrics

Board of Directors
Calendar Year 2024

Name/Address	Phone/Email	Occupation
Chair Jennifer Glidden		USDA Program Specialist **Consumer**
Vice Chair Dennis Veilleux		Accounting Manager Relyco
Board Treasurer Jim Sepanski		Retired Financial Executive
Board Secretary Christine Perkins		CPA Wipfli
Laura Belsky		Retired Nurse **Special Population** **Consumer**
Andrea Borowiecki		Rockland Trust **Consumer**
Jody Hoffer Gittell		Professor **Consumer**
Tim McNamara		Retired Healthcare Executive
Allison Mulligan		Consultant **Consumer**
Kathy Scheu		Retired Medical/Laboratory Product Sales
Jeffrey Segil, MD		Physician-OB/GYN WDH
Marrielle Van Rossum		Attorney Devine, Millimet & Branch

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JAMES A. AVRETT
[redacted]

OPERATIONS MANAGEMENT & PERFORMANCE IMPROVEMENT EXECUTIVE

I build and lead cross-functional, cross-organizational teams containing executives, physicians, staff, boards, business partners, community members and other stakeholders to improve the quality of products and services, lower costs, increase revenue, improve customer service levels, and ensure organizational sustainability and growth. I design, lead and implement initiatives to drive organizational transformation and change, operations and process / performance improvement, integration, and program enhancement / new design. I have broad experience in business development and strategy development.

STRENGTHS

Operations Management, Improvement & Redesign	Business Development	Customer Service Improvement
Business Model Design & Partner Integration	Strategic Planning	Service, Site, Provider Integration
Cost Savings & Revenue Enhancement	Quality & Reliability Improvement	Relationship Management
Optimized Staff and Service Scheduling	Budget Design / Management	Resource Utilization Management

PROFESSIONAL HISTORY
(Accomplishments)

Edgewood (a CCRC in MA and NH), North Andover, Massachusetts **2020 - Present**
Director

- Administrator of Resident Services. Responsibilities include:

  - Lead and manage the internal home health agency.
  - Oversee the Geriatric Care Management Nursing program.
  - Manage the outsourced on-site clinic – includes primary care (MD and PAs), podiatry, optometry, dental services.
  - Oversee social work services.
  - Developing plans for new home health and hospice agencies in Massachusetts and New Hampshire.
  - Redesigning the internal home health agency, saving cost, and increasing profitability.

Huron Consulting Group, Chicago, IL (Based out of Dover, NH) **2019 - 2020**
Healthcare Director

- Led multi-site, multi-function integrated projects. Focus areas included operations management and improvement, workforce management, care optimization, supply chain and portfolio optimization. Coached / Mentored staff. Methodology development.

  - Led a team conducting a care optimization engagement at hospitals that were part of an academic medical center system including their clinics, ambulatory, and acute sites.
  - Led a team charged with improving workforce management and clinical operations for a community-based hospital that is part of a larger regional system. Implementing targeted savings of $4,300,000 - $5,700,000.

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*future*HEALTH, Dover, NH **2017 – 2019**
Principal / Owner

- Assist clients with: Operational improvement and process enhancement / redesign, service line portfolio analysis / optimization, customer service / experience improvement, staffing matrixes, quality improvement, integration and throughput optimization, decreasing process and outcome variance, strategic growth, leveraging technology to improve business processes.

- Retained long-term by a major international package transportation company to optimize operations including regional handling and distribution centers' intake, delivery and processing of packages and sales contract design / enhancement.

Management Consulting Group PLC, London, UK **2014 – 2016**

Proudfoot, Atlanta, Georgia (Based out of Dover, NH) (2016)
Vice President, Life Sciences and Healthcare Operations – North America

- Managed a wide range of engagement types for the firm. Ensured engagement delivery quality.
- Supervised, coached and mentored the engagement managers charged with delivering services to clients.
- Client relationship management throughout the delivery cycle for multiple, simultaneous engagements.

- At a major international oil company streamlined processes and reduced costs. Worked with traders to improve algorithms and strategies for designing hedge positions. Produced savings between $7 - $12 million annually.
- Evaluated consolidating operations at two plants for a manufacturer – one US-based, one international. Streamlined the operations at the US-based site which resulted in a $1.2 - $3.6 million annual savings.
- Performed operational analysis of the coke production facility that serves the largest blast furnace in North America. Designed an oven repair and replacement plan that would not interrupt customer service and revenue. Redesigned staffing patterns, equipment and supplies purchasing and inventory management systems. Total value: $19 – 26 million.

Kurt Salmon, Atlanta, Georgia (Based out of Dover, NH) (2014 – 2015)
Partner

- Sold and delivered strategy, operations, supply chain, IT, and facilities and capital asset planning engagements.
- Managed client relationships through the sales and delivery cycle. Monitored and guaranteed engagement delivery quality.
- Supervised, coached and mentored the engagement managers and staff.

- Led a team that worked with a national urgent care center organization to reduce overall throughput time through process improvements, development of new staffing matrixes by skill, time-of-day and day-of-week, staff and physician workload balancing. Created a proactive physician and appointment scheduling system. Lowered door to discharge time by 26%. Increased capacity for client appointments by 15%.
- Worked with a health system to conduct a market assessment then refine and validate their strategy to move ambulatory services into a new market area. Developed materials for Board of Directors education and strategy session.
- Co-led effort to build the firm's Operations and Performance Improvement practice. Developed methodologies and external and internal facing marketing pieces.

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Galloway Consulting / iVantage Health Analytics, Atlanta, Georgia (Based out of Dover, NH) **2011 – 2014**
Senior Director - Engagements Lead

- Led high profile, strategic consulting engagements for large, complex healthsystems including all their services / facilities across the care continuum. Employed a collaborative team approach to rapidly (4–5 weeks) develop solutions.

  - Worked with a regional hospital of a national healthsystem to recover from an eight-digit budget variance within the fiscal year by reducing labor and supply cost, enhancing revenue, improving quality, portfolio optimization, patient experience, clinics operations improvement. Developed plans and implemented a $17.1 million margin improvement.
  - Led a team that worked with a multi-state healthsystem to improve their bottom line through staff scheduling / mix, operational and clinical process improvement as well as revenue enhancement and growth. Total impact more than $70,000,000.
  - Led a multi-site, multi-state engagement with a national healthsystem to design multi-year plans to take the sites through an organizational transformation to rebase their cost structure so they would succeed in an all Medicare-level type of reimbursement environment. Bottom line impact $8,000,000 to $50,000,000 per site and more than $100,000,000 system wide.

VHA, Incorporated, Dallas, Texas (Based out of Portland, ME and Boston, MA) **2001 – 2011**

***Regional Vice President** (6 state region: ME, NH, VT, MA, CT, RI '07-'11) / **Senior Director** (3 State region: '04-'06)*

- Led strategic planning, relationship management, sales, and staff management activities for the consulting, analytics, purchased services and supply chain services across a multi-state, 100+ healthcare organization territory.

  - Built and led team that grew group purchasing organization sales (to $2,100,000,000) and revenue (to $49,000,000).
  - Increased Customer Satisfaction ratings by 18% from levels before given responsibility for the function.
  - Led alliance member recruitment efforts in six-state region. Seven new members joined adding $350,000,000 in revenue.
  - Led effort to develop a regional purchasing coalition coordinating national, regional, vendor and healthsystem resources, needs and expectations. Designed governance and operational model. Savings exceeded $2,200,000.
  - Developed business plans and led my team to roll out and implement dozens of new contracts / services launches each year including pharmacy products, medical device, capital equipment, IT products / services and med / surg products.
  - Worked with regional and national business partners to enhance pricing of agreements or establish new contracts.
  - Responded to RFPs ensuring that VHA's value proposition addressed the customer's needs, coordinating resources across business lines, to create and present an impactful offering. Managed process through successful completion.
  - Managed the Non-Acute Portfolio resources that exceeded targets or superior targets (125%) after gaining responsibility for the services. (Before taking responsibility for this portfolio the goal achievement was 82%)

VHA, Incorporated, Based out of Dover, NH (2001 – 2004)
***Director, Alliance Member Strategies** (ME, NH, VT, MA, RI, CT, NY)*

- Led marketing and consultative sales activities for both the Purchased Services and Consulting Services portfolios for three regional offices encompassing a seven-state area. Target audiences: middle and executive management.

  - Working with 90+ business partners, attained 150% of revenue target for purchased services portfolio (IT, capital, financial / revenue cycle, ambulatory, support, clinical).
  - Partnering with national / corporate service providers, attained Superior level for consulting services revenue goals.
  - Eventually responsible for the marketing and sales of all consulting services for one half of VHA's regions.

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North Broward Hospital District, Fort Lauderdale, Florida **1996 – 2001**
Executive Director, Reengineering and Integration

- Led cross-functional, cross-facility initiatives improving processes and integrating services across 40 acute and non-acute site public health system.

  - Developed process to manage at-risk patients much like the population health models seen today.
  - Led a multiple phase, cross-District project that re-invented the financial assistance process, virtually resulting in a new function. This recouped $2,000,000+ in unreimbursed service provision annually.
  - Developed and tracked a daily district-wide labor productivity monitoring system containing executive roll-up reporting.
  - Partnered with a for-profit entity to build a joint-venture DME company. Due diligence, governance, revenue split.
  - Led the Quality Council with a member of the board. Designed, implemented, managed initiatives across the enterprise.
  - Assisted with the preparation for JCAHO assessment.
  - Co-led the planning, redesign of operations and implementation of the District's new Pathways IT system across the enterprise. Documented / updated processes to take full advantage of the system's functionality. Co-led all District/site-specific user groups.
  - Designed the District's Enterprise Scheduling Center. Led the selection of software, developed processes and staffing requirements. Built a nurse call system into the Center. Increased customer service and reduced staffing.
  - Managed the patient / family / customer satisfaction program for service improvement. Changed approach from reactive to proactive. Worked with staff to design and implement improved processes for patient and family service and engagement.

EDUCATION

Master of Business Administration
University of South Florida

Bachelor of Sciences in Commerce and Business Administration
Major: Health Care Management Minor: Marketing
University of Alabama

Additional Training

Juran Institute Project / Team Facilitator Course, Juran Institute Quality / Performance Improvement Tools
Leading an Empowered Organization (MIT), Lean for Healthcare and Non-Manufacturing (University of Texas)

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Erin E. Ross

Objective

Obtain a position in Health Care, which will continue to build knowledge and skills from both education and experiences gained.

Qualifications

Mature, energetic individual possessing management experience, organizational skills, multi-tasking abilities, good work initiative and communicates well with internal and external contacts. Proficient in computer skills.

Education

September 1998 – May 2002 **Bachelor of Science in Health Management & Policy**
University of New Hampshire
Durham, New Hampshire 03824

Related Experience

July 2011 – Present **Chief Financial Officer**
Goodwin Community Health

- Responsible for financial oversight of center to include supervision of accountant, bookkeeper, billing department and all clinical administrative staff.
- Assist Executive Director in budgeting process each fiscal year for center.
- Generate and assist with financial aspects of all center grants received.
- Complete on an as needed basis finance analysis's of various agency programs.
- Participate in agency fiscal audit at the end of each fiscal year.
- Member of Board of Directors level Finance Committee

August 2006 – June 2011 **Service Expansion Director**
Avis Goodwin Community Health Center

- Responsible for the overall function of the Winter St location of Avis Goodwin Community Health Center.
- Maintain all clinical equipment and order all necessary supplies.
- Coordinate the scheduling of all clinical and administrative staff in the office.
- Assist with the continued integration of dental services and now mental health services to existing primary care services.
- Assist with the integration of private OB/GYN practice into Avis Goodwin Community Health Center.
- Organize patient outcome data collection and quality improvement measures to monitor multiple aspects and assure sustainability for Avis Goodwin Community Health Center.

January 2005 – August 2006 **Site Manager, Dover Location & Front Office Manager**
Avis Goodwin Community Health Center

- Responsible for the overall function of the Dover location of Avis Goodwin Community Health Center.
- Maintain all clinical equipment and order all necessary supplies.
- Assist with the continued integration of dental services and now mental health services to existing primary care services.
- Coordinate the scheduling of all clinical and administrative staff in the office.
- Organize patient outcome data collection and quality improvement measures to monitor multiple aspects and assure sustainability for Avis Goodwin Community Health Center.
- Supervise, hire and evaluate front office staff of both Avis Goodwin Community Health Center locations.
- Develop and implement policies and procedures for the smooth functioning of the front office.

May 2004 – January 2010 **Dental Coordinator**
Avis Goodwin Community Health Center

- Supervise, hire and evaluate dental staff, including Dental Assistant and Hygienists.
- Acted as general contractor during construction and renovation of existing facility for 4 dental exam rooms.
- Responsible for the operations of the dental center, development of educational programs for providers and staff and supervision of the school-based dental program.
- Developed policy and procedure manual, including OSHA and Infection Control protocols.
- Organize patient outcome data collection and quality improvement measures to monitor dental program and assure sustainability.
- Maintain all dental equipment and order all dental supplies.
- Coordinate grant fund requirements to multiple agencies on a quarterly basis.

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- Oversee all aspects of billing for dental services, including training existing billing department staff.

July 2003 – May 2004 **Administrative Assistant to Medical Director**
Avis Goodwin Community Health Center

- Assist with Quality Improvement program by attending all meetings, generating monthly minutes documenting all aspects of the agenda and reporting quarterly data followed by the agency.
- Generate a monthly report reflecting provider productivity including number patients seen by each provider and no show and cancellation rates of appointments.
- Served as a liaison between patients and Chief Financial Officer to effectively handle all patient concerns and compliments.
- Established and re-created various forms and worksheets used by many departments.

December 2002 – May 2004 **Billing Associate**
Avis Goodwin Community Health Center

- Organize and respond to correspondence, rejections and payments from multiple insurance companies.
- Created an Insurance Manual for Front Office Staff and Intake Specialists as an aide to educate patients on their insurance.
- Responsible for credentialing and Re-credentialing of providers, including physicians, nurse practitioners and physician assistants, within the agency and to multiple insurance companies.
- Apply knowledge of computer skills, including Microsoft Office, Logician, PCN and Centricity.
- Designed a statement to generate from an existing Microsoft Access database for patients on payment plans to receive monthly statements.
- Assist Front Office Staff during times of planned and unexpected staffing shortages.

June 2002 - December 2002 **Billing Associate**
Automated Medical Systems
Salem, New Hampshire 03079

- Communicate insurance benefits and explain payments and rejections to patients about their accounts.
- Responsible for organizing and responding to correspondence received for multiple doctor offices.
- Determine effective ways for rejected insurance claims to get paid through communicating with insurance companies and patients.
- Apply knowledge of computer skills, including Microsoft Office, Accuterm and Docstar.

Work Experience

October 1998 – May 2002 **Building Manager**
Memorial Union Building – UNH
Durham, New Hampshire 03824

- Recognized as a Supervisor, May 2001-May 2002.
- Supervised Building Manager and Information Center staff.
- Responsible for managing and documenting department monetary transactions.
- Organized and led employee meetings on a weekly basis.
- Established policies and procedures for smooth functioning of daily events.
- Oversaw daily operations of student union building, including meetings and campus events.
- Served as a liaison between the University of New Hampshire, students, faculty and community.
- Organized and maintained a weekly list of rental properties available for students.
- Developed and administered new ideas for increased customer service efficiency.

References

Available upon request

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[redacted]

Catherine Camie Wade

WORK EXPERIENCE

October 2020 – Present — Goodwin Community Health, Somersworth NH

WIC Nutritionist

- Nutritionist for the Women, Infants, and Children (WIC) program.
- Provided education to mothers and children up to age 5 on healthy eating and development.
- Customer support, intake, and scheduling.

November 2018 – September 2020 — Lincoln Financial Group, Dover NH

Payment Specialist – Financial Services, Claims Support Services

- Calculate and schedule long-term disability payments using knowledge of contract provisions and other income benefits while following customer specific guidelines.
- Communicate with customers and claimants to request appropriate documentation and provide excellent customer service.
- Research and collaborate with customers and Account Service Managers to address customer issues while documenting and implementing solutions and efficiencies.

January 2017 – November 2018 — Lincoln Financial Group, Dover NH

Senior Customer Information Representative – Administrative Claims Support

- Schedule a high volume of vendor payments to pay for medical records, peer reviews and investigations.
- Process disability documents submitted by medical offices and claimants.
- Input claimant preferences into SystemOne for reminder calls and texts.
- Manage the team inbox and triage work to teammates daily.

August 2015 – January 2017 — City of Somersworth, Somersworth NH

Utility Billing Clerk and Finance Account Clerk

- Administrative support to the water billing office by answering phones, compiling data, responding to customer inquiries, preparing invoices, bills, and permits.
- Promoted from Utility Billing Clerk to Finance Account Clerk
    - Assisted the Director of Finance in the daily administration of finance department.
    - Processed payroll, filed federal and state reports, maintaining accounts payables.
    - Provided assistance with Purchasing, Request for Bids, and Purchase Orders.
    - Instrumental in utility billing software conversion.

May 2012 – August 2015 — Goodwin Community Health, Somersworth NH

WIC Nutritionist and Program Assistant

- Served as nutritionist for the Women, Infants, and Children (WIC) program.
- Provided education to mothers and children up to age 5 on healthy eating and development.
- Customer support, scheduling, and program preparation.

EDUCATION

University of New Hampshire — [Durham, NH]

Nutrition & Dietetics, BS

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Greater Seacoast Community Health

Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
James Avrett	CEO	$0
Erin Ross	CFO	$0
Catherine Wade	WIC Director	$64,596

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Weaver
Interim Commissioner

Patricia M. Tilley
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 14, 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 Public Health Services, to enter into contracts with the Contractors listed below in an amount not to exceed $6,841,333 to provide benefits for supplemental nutritious foods and public health nutrition and breastfeeding support services to financially-eligible pregnant women, postpartum women, infants, and preschool children up to age five years old, with the option to renew for up to four (4) additional years, effective July 1, 2023, upon Governor and Council approval, through June 30, 2025. 100% Federal Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Community Action Program Belknap and Merrimack Counties, Inc. Concord, NH	177203	Belknap County Merrimack County Coos County Grafton County	$1,692,844
Greater Seacoast Community Health Somersworth, NH	154703	Carroll County Strafford County	$978,375
Southern New Hampshire Services Inc.	177198	Hillsborough County Rockingham County	$3,392,551
Southwestern Community Services, Inc.	177511	Cheshire County Sullivan County	$777,563
		Total:	**$6,841,333**

Funds are anticipated to be available in the following accounts for State Fiscal Year 2024, and are anticipated to be available in State Fiscal Year 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.

See attached fiscal details.

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EXPLANATION

The purpose of this request is to provide statewide Special Supplemental Nutrition Program for Women, Infants and Children (WIC), WIC Farmers Market Nutrition Program (FMNP) and Breastfeeding Peer Counseling Program (BFPC) services to eligible women, infants and children. This statewide service is available to assist eligible low-income pregnant women, infants, and children achieve optimal health and nutrition outcomes. The program delivers participant-centered nutrition education and counseling, breastfeeding support and promotion services, supplemental nutritious foods, and referrals to health and social services in a client-centered, supportive environment. The program utilizes the NH Department of Health and Human Services eligibility management information system, referred to as StarLINC, in accordance with federal regulations and NH administrative rules and program policies and procedures.

The NH WIC Breastfeeding Peer Counselor Program (WIC-BFPC) is available to all pregnant and post-partum mothers at WIC clinics in New Hampshire, delivered in accordance with United States Department of Agriculture (USDA) WIC Breastfeeding Support guidelines. The Department provides breastfeeding training for all relevant WIC staff in order to support the WIC Breastfeeding Curriculum. The training includes information on breastfeeding promotion, the advantages of breastfeeding, counseling strategies, infant feeding assessments, and other relevant details to promote safe practices among new mothers.

The NH WIC Farmers' Market Nutrition Program (WIC-FMNP) is associated with the Special Supplemental Nutrition Program for WIC. Eligible WIC participants are issued an additional benefit to purchase local, fresh unprepared fruits and vegetables from farmers' markets in addition to their regular WIC benefits during the summer months.

Approximately 13,000 individuals will be served monthly.

The Contractors will be providing benefits for supplemental nutritious foods, public health nutrition and breastfeeding education, and referrals to healthcare and social services to financially eligible pregnant women, postpartum women, infants and preschool children up to age five years old that will be served across the 10 (ten) counties.

The Department will monitor services by reviewing the following:

- Measuring the percentage of caseload served, with a goal to serve 95%-105% of the assigned caseload.
- Increases in the percentage of prenatal participants enrolled in the WIC Program by the first trimester.
- Increases in the percentage of infants who are fully breastfeeding or partially breastfed.
- Increases in the redemption rates of WIC authorized foods and safe infant formula among households participating in the WIC Nutrition Program.
- Increases in the number of WIC clinics that utilize innovative strategies to increase access to WIC services, retain participants, and improve participant satisfaction.

The Department selected the Contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from March 20, 2023 through April 24, 2023. The Department received four (4) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

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As referenced in Exhibit A, Revision to Standard Agreement Provisions, Section 1.2 of the attached agreements, the parties have the option to extend the agreements for up to four (4) 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, individuals that are eligible for the WIC Nutrition Program, Farmers' Market Nutrition Program, and Breastfeeding Peer Counselor Program will not be served, thus increasing the risk of food insecurity and hunger in New Hampshire.

Source of Federal Funds: **WIC** ALN #10.557 FAIN #234NH703W1003, **FMNP** ALN #10.572 FAIN #224NH728Y8604, **BFPC** ALN #10.557 FAIN # 234NH743W5003

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

Respectfully submitted,

DocuSigned by:
Ann H. Landry
24BAB37EDBEB488...

Lori A. Weaver

Interim Commissioner

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Women, Infant & Children (WIC), Farmers Market Nutrition Program (FMNP), and Breastfeeding Peer Counseling Services (BFPC)
RFP-2023-DPHS-09-SPECI
Fiscal Detail Sheet

Community Action Program Belknap-Merrimack Counties - Vendor Code: 177203-B001

05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF FAMILY HEALTH & NUTRITION, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2024	074-500589	Contracts for Program Services	90006003 (WIC Admin)	$0	$704,925	$704,925
2024	074-500589	Contracts for Program Services	90006041 (WIC OA)	$0	$78,325	$78,325
2024	074-500589	Contracts for Program Services	90006022 (BFPC)	$0	$55,618	$55,618
2024	074-500589	Contracts for Program Services	90006026 (FMNP Admin)	$0	$600	$600
2025	074-500589	Contracts for Program Services	90006003 (WIC Admin)	$0	$715,527	$715,527
2025	074-500589	Contracts for Program Services	90006041 (WIC OA)	$0	$79,503	$79,503
2025	074-500589	Contracts for Program Services	90006022 (BFPC)	$0	$57,746	$57,746
2025	074-500589	Contracts for Program Services	90006026 (FMNP Admin)	$0	$600	$600
			Subtotals:	*$0*	*$1,692,844*	*$1,692,844*

Greater Seacoast Community Health - Vendor Code: 154703-B001

05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF FAMILY HEALTH & NUTRITION, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2024	074-500589	Contracts for Program Services	90006003 (WIC Admin)	$0	$392,063	$392,063
2024	074-500589	Contracts for Program Services	90006041 (WIC OA)	$0	$43,562	$43,562
2024	074-500589	Contracts for Program Services	90006022 (BFPC)	$0	$50,399	$50,399
2024	074-500589	Contracts for Program Services	90006026 (FMNP Admin)	$0	$2,455	$2,455
2025	074-500589	Contracts for Program Services	90006003 (WIC Admin)	$0	$392,063	$392,063
2025	074-500589	Contracts for Program Services	90006041 (WIC OA)	$0	$43,562	$43,562

2025	074-500589	Contracts for Program Services	90006022 (BFPC)	$0	$51,816	$51,816
2025	074-500589	Contracts for Program Services	90006026 (FMNP Admin)	$0	$2,455	$2,455
			Subtotals:	*$0*	*$978,375*	*$978,375*

Southern New Hampshire Services - Vendor Code: 177198-B006

05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF FAMILY HEALTH & NUTRITION WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2024	074-500589	Contracts for Program Services	90006003 (WIC Admin)	$0	$1,404,871	$1,404,871
2024	074-500589	Contracts for Program Services	90006041 (WIC OA)	$0	$156,096	$156,096
2024	074-500589	Contracts for Program Services	90006022 (BFPC)	$0	$133,082	$133,082
2024	074-500589	Contracts for Program Services	90006026 (FMNP Admin)	$0	$267	$267
2025	074-500589	Contracts for Program Services	90006003 (WIC Admin)	$0	$1,404,871	$1,404,871
2025	074-500589	Contracts for Program Services	90006041 (WIC OA)	$0	$156,096	$156,096
2025	074-500589	Contracts for Program Services	90006022 (BFPC)	$0	$136,994	$136,994
2025	074-500589	Contracts for Program Services	90006026 (FMNP Admin)	$0	$274	$274
			Subtotals:	*$0*	*$3,392,551*	*$3,392,551*

Southwestern Community Services, Inc. - Vendor Code: 177511-R001

05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF FAMILY HEALTH & NUTRITION, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2024	074-500589	Contracts for Program Services	90006003 (WIC Admin)	$0	$316,061	$316,061
2024	074-500589	Contracts for Program Services	90006041 (WIC OA)	$0	$35,117	$35,117
2024	074-500589	Contracts for Program Services	90006022 (BFPC)	$0	$35,708	$35,708
2024	074-500589	Contracts for Program Services	90006026 (FMNP Admin)	$0	$420	$420
2025	074-500589	Contracts for Program Services	90006003 (WIC Admin)	$0	$316,061	$316,061
2025	074-500589	Contracts for Program Services	90006041 (WIC OA)	$0	$35,117	$35,117

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2025	074-500589	Contracts for Program Services	90006022 (BFPC)	$0	$38,659	$38,659
2025	074-500589	Contracts for Program Services	90006026 (FMNP Admin)	$0	$420	$420
			Subtotals:	*$0*	*$777,563*	*$777,563*

			GRAND TOTALS:	***$0***	***$6,841,333***	***$6,841,333***

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New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFP-2023-OPHS-09-SPECI

Project Title Special Supplemental Nutrition Program for WIC and SFPC and WIC FMNP

	Maximum Points Available	CAP BM	Greater Seacoast Community Health	Southern NH Services	Southwestern Community Services (SCS)
Technical					
Experience (Q1)	20	20	17	17	10
Service Plans (Q2)	25	25	20	23	15
Outreach Plan (Q3)	10	10	8	8	6
Staffing Plan (Q4	20	19	17	14	10
Reporting Requirements (Q5)	10	10	7	8	8
Capacity (Q6)	10	10	6	7	5
Innovative Strategies or Initiatives (Q7)	5	5	3	2	3
Subtotal - Technical	100	99	78	79	63
Cost					
Budget Sheet (Appendix E)	20	17	12	16	5
Program Staff List (Appendix F)	10	8	7	6	5
Subtotal - Cost	30	25	19	22	10
TOTAL POINTS	130	124	97	101	83
TOTAL PROPOSED VENDOR COST		$1,684,844	$1,319,839.48	$3,754,748	$455,138

	Reviewer Name	Title
1	Lissa Ekola	Bureau Chief
2	Frances Mclaughlin	Program Planner II
3	Hailey McAlary	Program Specialist IV
4	Lisa Corman	Program Specialist IV
5	Emily Maughan	Program Specialist IV

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

Subject: Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and Breastfeeding Peer Counseling (BFPC) and WIC Farmers' Market Nutrition Program (WIC-FMNP)

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	
1.2 Contractor Name Greater Seacoast Community Health		1.3 Contractor Address 311 Route 108 Somersworth, NH 03878	
1.5 Contractor Phone Number (603)994-6367	1.6 Account Number 05-95-90-902010-52600000-074-500589	1.7 Completion Date 6/30/2025	1.8 Price Limitation $978,375
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: Jim Avrett Date: 6/13/2023		1.12 Name and Title of Contractor Signatory Jim Avrett COO	
1.13 State Agency Signature DocuSigned by: Patricia M. Tilley Date: 6/13/2023		1.14 Name and Title of State Agency Signatory Patricia M. Tilley 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: DocuSigned by: Robyn Guarino	Robyn Guarino Attorney	On: 6/14/2023	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS

Date 6/13/2023

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.

Contractor Initials DS

Date 6/13/2023

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 JM

Date 6/13/2023

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.

Contractor Initials [illegible]

Date 6/13/2023

New Hampshire Department of Health and Human Services
Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and Breastfeeding Peer Counseling (BFPC) and WIC Farmers' Market Nutrition Program (WIC-FMNP)

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 ("Effective Date").

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 four (4) 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.

New Hampshire Department of Health and Human Services
Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and Breastfeeding Peer Counseling (BFPC) and WIC Farmers' Market Nutrition Program (WIC-FMNP)

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must assist eligible women, infants and children to achieve improved health and nutrition outcomes by providing participant centered nutrition education and counseling, breastfeeding support and promotion, supplemental foods and referrals to health and social services in a supportive environment.

1.2. The Contractor must provide Supplemental Nutrition Program for Women, Infants and Children (WIC), WIC Farmers Market Nutrition Program (FMNP) and Breastfeeding Peer Counseling Program (BFPC) services to eligible women, infants and children in Carroll County and Strafford County.

1.3. The Contractor must provide Supplemental Nutrition Program for Women, Infants and Children (WIC), WIC Farmers Market Nutrition Program (FMNP) and Breastfeeding Peer Counseling Program (BFPC) services to eligible women, infants and children each month utilizing the NH Department of Health and Human Services WIC Program's eligibility management information system referred to as StarLINC, in accordance with the state and federal regulations, NH policies and procedures, including but not limited to the NH WIC Policy and Procedure Manual and 7 CFR 246. The Contractor must:

1.3.1. Provide Special Supplemental Nutrition Program for Women, Infants and Children (WIC) services through nutrition education, breastfeeding support and promotion, referrals to healthcare and social services and supplemental healthy foods to enrolled participants each month.

1.3.2. Strive to serve 95% of the assigned caseload monthly. If the number of participants is less than 95%, the Department may decrease the assigned caseload and appropriate funding. Whereas, if the number of participants is greater than 100%, the Department may increase the assigned caseload and appropriate funding, if funding is available.

1.3.3. Abide by the United States Department of Agriculture (USDA) Assurances as set out in Appendix A.

1.3.4. Use qualified, competent language resources, such as but not limited to interpretation services, free auxiliary aids and services and American Sign Language.

1.3.5. Include language on the their WIC webpage that provides sufficient notice and how to request free language assistance services for individuals with LEP, such as free auxiliary aids and services and other reasonable modifications for individuals with disabilities.

1.3.6. Adhere to USDA Office of Civil Rights policies, including the non-discrimination statement on all online and designated print program materials, including but not limited to the Contractor's website.

1.3.7. Ensure not to discriminate against persons on the grounds of race, color, national origin, sex, gender identity, sexual orientation, disability, age or reprisal or retaliation for prior civil rights activity.

1.4. The Contractor must be responsible for the on-going recruitment and retention of WIC participants, which must include, but not be limited to:

1.4.1. The national WIC enrollment and retention website (www.signupwic.com) in outreach materials and on individual agency website.

1.4.2. Promote and publish the NH WIC Pre-application website in all outreach materials and webpages.

1.4.3. Use of local print media and/or social media using State Agency approved WIC logo.

1.4.4. Distribution of WIC informational booklets and referral materials.

1.4.5. Coordination with NH DHHS District Offices in appropriate service areas to ensure WIC outreach materials are present for households receiving services at the District Offices.

1.4.6. Maintenance of participant waiting list, if appropriate.

1.4.7. Specific activities outlined in approved annual work plan to foster early enrollment for pregnant women and infants.

1.4.8. Specific activities outlined in approved annual work plan targeting breastfeeding families.

1.4.9. Submit all new clinic locations and removal of existing clinic locations to the Department for prior approval.

1.5. The Contractor must consider the following when requesting new permanent and mobile WIC clinic locations:

1.5.1. A minimum of twenty-five (25) participants reside within the zip code of the new proposed clinic site.

1.5.2. Nearby WIC-authorized food stores.

1.5.3. Other community and health services that serve WIC eligible participants.

1.5.4. Available public transportation and handicap accessibility for accessing the WIC clinic.

1.5.5. Adequate clinic space to ensure privacy for each function; certification process, health and nutrition assessment and food benefit issuance.

1.5.6. Access to reliable internet service for each work station.

1.5.7. Ensure that the WIC clinic site, administrative offices and alternative sites will be accessible to individuals with disabilities.

1.5.8. Ensure the clinic site and administrative offices offer privacy for participant confidentiality.

1.5.9. Ensure the clinic site has adequate access to internet for WIC certification and benefit issuance services.

1.5.10. Offer evening appointment hours at (6 pm or later) at a minimum of four (4) clinics per month and at a minimum of two clinic sites per county.

1.5.11. Offer Saturday morning appointments as needed by participants and as staffing allows.

1.5.12. Offer clinic appointment times no less than 35 hours per week. This may be a combination of main and alternate site appointment times. Work weeks with a holiday are exempt from this requirement.

1.5.13. Provide a telephone system to accommodate the volume of applicant and participant inquiries. The telephone system must be operated continuously for a minimum of 8 hours Monday through Friday excluding State and pre-approved closures.

1.6. The Contractor must:

1.6.1. Provide referrals to the NH Medicaid and the NH Supplemental Nutrition Assistance Program to all families enrolled in the WIC Program.

1.6.2. Provide referrals to applicants and participants to health, social, and economic assistance agencies according to the needs of the individuals, including but not limited to alcohol and substance misuse programs.

1.6.3. Offer participant centered health and nutrition education to each WIC Program participant according to individual needs.

1.6.4. Provide participants with follow-up appointments according to the NH Policy and Procedure Manual.

1.6.5. Issue food benefits in compliance with the NH Policy and Procedure Manual.

1.6.6. Provide all participants with a NH Approved Foods List (paper or electronic), a current list of authorized retail vendors (paper or electronic),

and training on the redemption of WIC Program foods for the full nutritional value.

1.6.7. Distribute Farmers' Market Nutrition Program benefits, provide education on the benefits of fruits and vegetables and provide the authorized farmer list to eligible WIC participants during the FMNP season.

1.6.8. Ensure appropriate administrative and/or professional staff attends all administrative meetings and nutrition and breastfeeding trainings provided by the State Agency, as required. Send, at minimum, one nutritionist or breastfeeding person to the National WIC Association Nutrition and Breastfeeding Conference, using designated sponsorship funds when available.

1.6.9. Ensure all staff who interact with participants receive an annual civil rights training, customer service training, and conflict resolution training and the Contractor must maintain attendance records in accordance with state and federal regulations.

1.6.10. Ensure all staff receive respect and civility in the workplace training and cultural competence training during the contract period and maintain attendance records in accordance with state and federal regulations.

1.6.11. Protect the integrity of the program by assuring that all participants are informed of their rights and rules for participation in the program and are offered a paper or electronic copy.

1.6.12. Ensure all staff participate in annual training provided by the NH Tobacco Prevention and Cessation Program.

1.6.13. Ensure that WIC staff asks all participants about tobacco/vaping use and/or exposure to tobacco smoke, assist those identified as using tobacco/vaping with awareness of the NH Tobacco Helpline/QuitNow-NH, and refer those that indicate they are ready to quit. Staff must document participant tobacco/vaping use and referral to Quit Line at all certification appointments.

1.6.14. Not attempt to access, alter, or otherwise modify networks, software, equipment, or data provided by the Department for the purpose of delivering WIC services without specific written approval from the Department.

1.6.15. Assure the physical security of all hardware, software and data used in the delivery of WIC services. This must include secure storage when not in use or under visual control, use of password controls, annual computer security agreement, and maintenance of malware and insurance on all

computer hardware, including portable equipment in transit to or at clinic sites.

1.6.16. Purchase new hardware and software as required by the Department to remain in compliance with the WIC MIS specifications and operating requirements by USDA.

1.6.17. Comply with all monitoring requirements set forth by federal regulations and state policy, including but not limited to the biennial management evaluation and self-evaluation. This includes adhering to timelines and approved correction action plans and using the State Agency Management Evaluation tools in compliance with the NH Policy and Procedure Manual or as otherwise directed.

1.6.18. Notify the Department regarding changes in key staff within 30 days of changes.

1.6.19. Notify the Department regarding clinic closures, outside preapproved closures and holidays, prior to clinic closure or within 24 hours.

1.6.20. Conduct special projects as appropriate when funding is available.

1.6.21. Complete and submit quarterly time studies on all WIC staff utilizing forms and instructions in the NH WIC Policy and Procedure Manual.

1.7. Reporting

1.7.1. The Contractor must submit annual Reports, which include, but are not limited to:

1.7.1.1. Goals and objectives for each performance measure, no later than July 30th of each new contract year, unless otherwise directed.

1.7.1.2. A mid-year progress report of work plan goals and objectives no later than January 30th of each contract year unless otherwise directed.

1.7.1.3. A year-end report of work plan goals and objectives no later than June 30th of each contract year unless otherwise directed.

1.8. Performance Measures

1.8.1. The Contractor must complete a performance management model. The model, comprised of four components, provides a common language and framework for the Department and its community partners. The four components consist of 1. Performance Standards, 2. Performance Measurement, 3. Reposting of Progress, and 4. Quality Improvement. The

Department has established the following performance measures for the work to be carried out:

1.8.1.1. Performance Measure #1: Increase the percentage of caseload served to 95% - 105% of the assigned caseload.

1.8.1.2. Performance Measure #2: Increase the percentage of prenatal participants enrolled in the WIC Program by the 3rd month of pregnancy.

1.8.1.3. Performance Measure #3: Increase the percentage of infants who are fully breastfeeding, partially breastfed and % total breastfed.

1.8.1.4. Performance Measure #4: Increase the redemption rate of WIC foods/formula/cash value benefits by WIC participants.

1.8.1.5. Performance Measure #5: Increase the number of WIC clinics that utilize innovative strategies to increase access to WIC services, retain participants and improve participant satisfaction.

1.8.1.6. All performance measures must reflect an emphasis on participant centered services and consideration of influence principles in leading to behavior change. The Contractor is required to describe the work plan, the steps that will be taken towards meeting the performance measures and the quality assurance and evaluation process that will be used to assure progress. The Contractor must submit a report on their activities and progress towards meeting the performance measures at six (6) months (mid-point report) and at twelve (12) months (final report) on the overall program goals and objectives to demonstrate they have met the minimum required services for the proposal at the end of the two year contract period.

1.9. Staffing

1.9.1. The Contractor must ensure that staff who provide nutrition services meet standard qualifications as outlined in the NH WIC Policy and Procedure Manual as well as any State licensure and/or certification requirements, have clearly defined roles and responsibilities and successfully perform their respective roles and responsibilities.

1.9.2. The Contractor must ensure the ratio of the number of participants to staff allows for assurance that WIC services are being provided in a consistent manner statewide while meeting quality nutrition services standards. Professionally qualified and credentialed nutrition and breastfeeding staff assures that nutrition assessment and education and breastfeeding counseling is based on sound science and adheres to USDA standards.

1.9.3. The Contractor must maintain a competent and adequate level of staffing and achieve the following WIC and BFPC recommended staffing levels:

1.9.3.1. Maintain a recommended ratio of 350-400 participants to one FTE staff person.

1.9.3.2. Maintain a recommended ratio of 750-800 participants to one FTE nutritionist.

1.9.3.3. Ensure a registered dietitian (RD) remains on staff and available for consultation to high risk participants. The Contractor may choose to meet this obligation by developing a written Memorandum of Agreement (MOU) with a local community health center, hospital, or private practice for consultation services by a registered dietitian. Best practice is that the WIC Nutrition Coordinator is a registered dietitian.

1.9.3.4. Ensure a certified lactation counselor (CLC) remains on staff. As new breastfeeding coordinators are hired at the local agency, the applicant must be a certified lactation counselor or attend a comparable training within 24 months to become a certified lactation counselor. Best practice is that the WIC Breastfeeding Coordinator is an International Board Certified Lactation Consultant (IBCLC).

1.9.3.5. Ensure 1 FTE Nutrition Coordinator and 1 FTE Breastfeeding Coordinator remain on staff if serving a caseload of more than 4,000 participants monthly.

1.9.3.6. Ensure peer counselors meet the definition of a peer counselor, in compliance with the USDA WIC Breastfeeding Curriculum.

1.9.3.7. Maintain a designated breastfeeding peer counseling program manager or coordinator.

1.9.3.8. Maintain a designated Breastfeeding Expert (DBE) that meets the definition of a DBE in the USDA WIC BF Curriculum. This position may be filled by the same person who meets the criteria for 1.9.3.7.

1.9.4. The Contractor must identify the following key staff members:

1.9.4.1. Person responsible for Nutrition Services, by name and title. Describe how nutrition services will be provided to high-risk participants, including identification of high-risk status, follow-up counseling, and coordination with healthcare providers.

1.9.4.2. Person responsible for Breastfeeding Services, by name and title. Describe how breastfeeding peer counseling services are integrated into the agency overall breastfeeding promotion services.

1.9.4.3. Person responsible for StarLINC data management, by name and title. Describe StarLINC operating protocols to ensure updated client data in the StarLINC system, updating of software releases, and enforcement of hardware/software security policies.

1.9.4.4. Person responsible for clinic operations, including staff scheduling, hours of operation, etc., by name and title.

1.9.4.5. Person responsible for WIC Contractor relations, including participant or Contractor complaints or concerns, contact for State Agency Contractor issues, etc., by name and title.

1.10. Equipment

1.10.1. The Contractor must use WIC Program property only for the performance of this Contract.

1.10.2. The Contractor must identify all WIC Program property and keep it on record, separate and distinct from all other property in its possession according to the NH Policy and Procedure Manual.

1.10.3. The Contractor must be responsible and accountable for all WIC Program property provided under this Contract, including any property that may be in the possession or control of any subcontractor. The Contractor must establish a system to control, protect, preserve, maintain, and account for all WIC Program property under the Contract according to the NH Policy and Procedure Manual. Inventory is subject to review from time to time on behalf of the Department, who will require any corrections or improvements considered necessary to protect the WIC Program's interest.

1.10.4. The Contractor must be responsible for WIC Program property upon its delivery into the Contractor's custody.

1.10.5. The Contractor must notify the Department within 1 business day in writing via email if any WIC Program property is lost, damaged, or stolen.

1.11. Contract Initiation Requirements

1.11.1. The Contractor must schedule and hold a kickoff meeting within 10 business days of Governor and Council approval. At the kickoff, the Contractor must furnish an updated Project Schedule describing the activities, staff and resources needed to be ready to offer WIC services on July 1, 2023.

1.12. Background Checks

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

1.12.1.1. 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;

1.12.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and

1.12.1.3. 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.

1.13. Privacy Impact Assessment

1.13.1. 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:

1.13.1.1. How PII is gathered and stored;

1.13.1.2. Who will have access to PII;

1.13.1.3. How PII will be used in the system;

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

1.13.1.5. Privacy practices.

1.13.2. 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.

1.14. Department Owned Devices, Systems and Network Usage

1.14.1. 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:

1.14.1.1. 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;

1.14.1.2. 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 shall they access or attempt to access information without having the express authority of the Department to do so;

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

1.14.1.4. 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;

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

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

1.14.1.7. 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."

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

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

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

1.14.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

1.14.1.9.3. 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."

1.14.1.10. 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:

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

1.14.1.12. 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.

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

1.14.1.14. 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.

1.14.1.15. 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.

1.15. Contract End-of-Life Transition Services

1.15.1. General Requirements

1.15.1.1. 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 shall 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 shall provide the DTP template to the Contractor.

1.15.1.2. 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.

1.15.1.3. 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.

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

1.15.1.5. 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.

1.15.1.6. 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.

1.15.2. Completion of Transition Services

1.15.2.1. Each service or Transition phase shall 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.

1.15.2.2. 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.

1.15.3. Disagreement over Transition Services Results

1.15.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall 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 shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Contract.

1.16. Website and Social Media

1.16.1. 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.

1.16.2. The Contractor agrees Protected Health Information (PHI), 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 PHI, 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.

1.16.3. State of New Hampshire's Website Copyright

1.16.3.1. All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall 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 shall, 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 so as 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.

4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

4.1.4. Medical records on each patient/recipient of services.

4.1.5. Full and complete records concerning WIC Program operations according to the policies and procedures described in the NH Policy and Procedure Manual.

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.

New Hampshire Department of Health and Human Services
Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and Breastfeeding Peer Counseling (BFPC) and WIC Farmers' Market Nutrition Program (WIC-FMNP)

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 89% Federal funds, Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), as awarded on October 1, 2022, by the United States Department of Agriculture, Food and Nutrition Services (USDA-FNS), Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), ALN 10.557, FAIN #234NH703W1003.
   1.2. 10% Federal funds, Breastfeeding Peer Counseling (BFPC), as awarded on October 1, 2022, by the United States Department of Agriculture, Food and Nutrition Services (USDA-FNS), Breastfeeding Peer Counseling (BFPC), ALN 10.557, FAIN #234NH743W5003.
   1.3. 1% Federal funds, WIC Farmers' Market Nutrition Program (WIC-FMNP), as awarded on October 1, 2022, by the United States Department of Agriculture, Food and Nutrition Services (USDA-FNS), WIC Farmers' Market Nutrition Program (WIC-FMNP), ALN 10.572, FAIN #224NH728Y8604.
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 must 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 DPHSContractBilling@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 must 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 must submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

8.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

8.5. 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.

Exhibit C-1- Budget

New Hampshire Department of Health and Human Services	
Complete one budget form for each budget period.	
Contractor Name:	*Greater Seacoast Community Health*
Budget Request for:	*WIC*
Budget Period	*July 1, 2023 through June 30, 2024*
Indirect Cost Rate (if applicable)	0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$ 306,738.12
2. Fringe Benefits	$ 67,482.39
3. Consultants	$
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$ 1.00
5.(a) Supplies - Educational	$ 500.00
5.(b) Supplies - Lab	$
5.(c) Supplies - Pharmacy	$
5.(d) Supplies - Medical	$ 600.00
5.(e) Supplies Office	$ 803.00
6. Travel	$ 1,000.00
7. Software	$
Communications	$ 500.00
8. (b) Other - Education and Training	$ 500.00
8. (c) Other - Other (specify below)	
Other - Occupancy	$ 44,400.00
Other-Teletask	$ 2,600.00
Other- NWA conference support	$ 1.00
Other - postage	$ 499.49
Other - telephone	$ 10,000.00
9. Subrecipient Contracts	$
Total Direct Costs	$ 435,625.00
Total Indirect Costs	$
TOTAL	$ 435,625.00

Contractor _____

Date 6/13/2023

Exhibit C-2 - Budget

New Hampshire Department of Health and Human Services		
Complete one budget form for each budget period.		
Contractor Name: *Greater Seacoast Community Health*		
Budget Request for: *BFPC*		
Budget Period *SFY24*		
Indirect Cost Rate (if applicable) 0.00%		
Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	$38,688	
2. Fringe Benefits	$8,511	
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	$500	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$0	
6. Travel	$200	
7. Software	$0	
8. (a) Other - Marketing/ Communications	$500	
8. (b) Other - Education and Training	$2,000	
8. (c) Other - Other (specify below)		
Other (please specify)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
9. Subrecipient Contracts	$0	
Total Direct Costs	$50,399	
Total Indirect Costs	$0	
TOTAL	$50,399	

Contractor Initials JM

Date 6/13/2023

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Exhibit C-3 Budget

New Hampshire Department of Health and Human Services		
Contractor Name:	Greater Seacoast Community Health	
Budget Request for:	WIC Farmer's Market Nutrition Program (FMNP	
Budget Period	SFY24	
Indirect Cost Rate (if applicable)	0	
Line Item	**Program Cost - Funded by DHHS**	**Program Cost - Contractor Share/ Match**
1. Salary & Wages	$1,547	$0
2. Fringe Benefits	$340	$0
3. Consultants	$0	$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	$2,250
5.(a) Supplies - Educational	$0	$500
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$0	$0
5.(e) Supplies Office	$568	$868
6. Travel	$0	$0
7. Software	$0	$0
8. (a) Other - Marketing/ Communications	$0	$0
8. (b) Other - Education and Training	$0	$0
8. (c) Other - Other (specify below)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$2,455	$3,618
Total Indirect Costs	$0	$0
TOTAL	$2,455	$3,618

Contractor: DS

6/13/2023

Date:

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Exhibit C-4-Budget

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Greater Seacoast Community Health*

Budget Request for: *WIC*

Budget Period *July 1, 2024 - June 30, 2025*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$ 306,738.12
2. Fringe Benefits	$ 67,482.39
3. Consultants	$ -
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$ 1.00
5.(a) Supplies - Educational	$ 500.00
5.(b) Supplies - Lab	$ -
5.(c) Supplies - Pharmacy	$ -
5.(d) Supplies - Medical	$ 600.00
5.(e) Supplies Office	$ 803.00
6. Travel	$ 1,000.00
7. Software	$ -
8. (a) Other - Marketing/ Communications	$ 500.00
8. (b) Other - Education and Training	$ 500.00
8. (c) Other - Other (specify below)	
Other - Occupancy	$ 44,400.00
Other-Teletask	$ 2,600.00
Other - NWA conference support	$ 1.00
Other - postage	$ 499.49
Other - telephone	$ 10,000.00
9. Subrecipient Contracts	$ -
Total Direct Costs	$ 435,625.00
Total Indirect Costs	$ -
TOTAL	$ **435,625.00**

Contractor [signature]

Date 6/13/2023

Exhibit C-5-Budget

New Hampshire Department of Health and Human Services *Complete one budget form for each budget period.*		
Contractor Name:	*Greater Seacoast Community Health*	
Budget Request for:	*BFPC*	
Budget Period	*July 1, 2024 - June 30, 2025*	
Indirect Cost Rate (if applicable)	0.00%	
Line Item	**Program Cost - Funded by DHHS**	
1. Salary & Wages	$ 39,848.64	
2. Fringe Benefits	$ 8,766.70	
3. Consultants	$	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$	
5.(a) Supplies - Educational	$ 500.00	
5.(b) Supplies - Lab	$	
5.(c) Supplies - Pharmacy	$	
5.(d) Supplies - Medical	$	
5.(e) Supplies Office	$	
6. Travel	$ 200.00	
7. Software	$	
8. (a) Other - Marketing/ Communications	$ 500.00	
8. (b) Other - Education and Training	$ 2,000.00	
8. (c) Other - Other (specify below)		
Other (please specify)	$	
Other (please specify)	$	
Other (please specify)	$	
Other (please specify)	$	
9. Subrecipient Contracts	$	
Total Direct Costs	$ 51,815.34	
Total Indirect Costs	$	
TOTAL	$ 51,815.34	

Contractor DS JM

Date 6/13/2023

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Exhibit C-6 Budget

New Hampshire Department of Health and Human Services		
Contractor Name:	Greater Seacoast Community Health	
Budget Request for:	WIC Farmer's Market Nutrition Program (FMNP	
Budget Period	SFY25	
Indirect Cost Rate (if applicable)	0	
Line Item	**Program Cost - Funded by DHHS**	**Program Cost - Contractor Share/ Match**
1. Salary & Wages	$1,547	$1,232
2. Fringe Benefits	$340	$271
3. Consultants	$0	$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	$0
5.(a) Supplies - Educational	$0	$1,115
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$0	$0
5.(e) Supplies Office	$568	$1,000
6. Travel	$0	$0
7. Software	$0	$0
8. (a) Other - Marketing/ Communications	$0	$0
8. (b) Other - Education and Training	$0	$0
8. (c) Other - Other (specify below)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$2,455	$3,618
Total Indirect Costs	$0	$0
TOTAL	$2,455	$3,618

Contractor: DS

 Date: 6/13/2023

DocuSign Envelope ID: 7637CE4D-61FF-4B37-91F5-00AD84C2999A

DocuSign Envelope ID: 3A24F248-9B16-409A-AB1D-37DD5DEA51AE

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

Vendor Initials DS

Date 6/13/2023

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: Greater Seacoast Community Health

DocuSigned by:
Jim Avrett
F4C0C1A2C6C0F...

6/13/2023
Date

Name: Jim AVrett
Title: COO

New Hampshire Department of Health and Human Services
Exhibit E

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: Greater Seacoast Community Health

6/13/2023
Date

DocuSigned by:
Jim Avrett
Name: Jim Avrett
Title: COO

New Hampshire Department of Health and Human Services
Exhibit F

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

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 (l)(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: Greater Seacoast Community Health

6/13/2023
Date

DocuSigned by:
Jim Avrett
Name: Jill AVrett
Title: COO

DS
JA
6/13/2023

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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.

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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: Greater Seacoast Community Health

6/13/2023
Date

DocuSigned by:
Jim Avrett
Name: Jim Avrett
Title: COO

Contractor Initials DS

Date 6/13/2023

DocuSign Envelope ID: 7637CE4D-61FF-4B37-91F5-00AD84C2999A

DocuSign Envelope ID: 3A24F248-9B16-409A-AB1D-37DD5DEA51AE

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: Greater Seacoast Community Health

6/13/2023
Date

DocuSigned by:
Jim Avrett
Name: Jim Avrett
Title: COO

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	Greater Seacoast Community Health
The State By:	Name of the Contractor
Patricia M. Tilley	Jim Avrett
Signature of Authorized Representative	Signature of Authorized Representative
Patricia M. Tilley	Jim Avrett
Name of Authorized Representative	Name of Authorized Representative
Director	COO
Title of Authorized Representative	Title of Authorized Representative
6/13/2023	6/13/2023
Date	Date

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: Greater Seacoast Community Health

6/13/2023
Date

DocuSigned by:
Jim Avrett
Name: Jim Avrett
Title: COO

Contractor Initials: JA
Date: 6/13/2023

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The UEI (SAM.gov) number for your entity is: ZM91C8J2NY93

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?

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

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.).

DS

Contractor Initials _____

6/13/2023

Date _____

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: 7637CE4D-61FF-4B37-91F5-00AD84C2999A

DocuSign Envelope ID: 3A24F248-9B16-409A-AB1D-37DD5DEA51AE

Appendix A - USDA-FNS Civil Rights Assurance Statement

The State Agency hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 610 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines; and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the State Agency agrees to compile data, maintain records and submit reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the non- discrimination laws. If there are any violations of this assurance, the Department of Agriculture shall have the right to seek judicial enforcement of this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, reimbursable expenditures, grant or donation of Federal property and interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the State Agency by the Department. This includes any Federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance such as food, cash assistance extended in reliance on the representations and agreements made in this assurance.

This assurance is binding on the State Agency, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the State Agency.

Contractor Initials MR

Date 6/13/2023

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and Breastfeeding Peer Counseling (BFPC) and WIC Farmers' Market Nutrition Program (WIC-FMNP) contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Southern New Hampshire Services, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 28, 2023 (Item #73), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $3,394,551

2. Modify Exhibit B, Scope of Services, Section 1.6 by adding Section 1.6.22 to read:

   1.6.22. Provide modernization services including HIPAA compliant integrated web surveys and e-signatures to increase customer satisfaction and service while increasing user efficiency when providing nutrition and breastfeeding services.

3. Modify Exhibit C, Payment Terms, Paragraph 1 to read:

   1. This Agreement is funded by:

      1.1. 90% Federal funds, Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), as awarded on October 1, 2022, by the United States Department of Agriculture, Food and Nutrition Services (USDA-FNS), Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), CFDA 10.557, FAIN 234NH703W1003.

      1.2. 8% Federal funds, Breastfeeding Peer Counseling (BFPC), as awarded on October 1, 2022, by the United States Department of Agriculture, Food and Nutrition Services (USDA-FNS), Breastfeeding Peer Counseling (BFPC), CFDA 10.557, FAIN 234NH743W5003.

      1.3. 1% Federal funds, WIC Farmers' Market Nutrition Program (WIC-FMNP), as awarded on October 1, 2022, by the United States Department of Agriculture, Food and Nutrition Services (USDA-FNS), WIC Farmers' Market Nutrition Program (WIC-FMNP), CFDA 10.572, FAIN 224NH728Y8604.

      1.4. 1% Federal funds, WIC Modernization, as awarded on May 22, 2023, by the United States Department of Agriculture, Food and Nutrition Services (USDA-FNS), WIC Modernization, CFDA 10.557, FAIN 234NH082M2008.

4. Modify Exhibit C, Payment Terms, Paragraph 3 to read:

   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-8 Budget – Amendment #1.

5. Add Exhibit C-7 Budget - Amendment #1, which is attached hereto and incorporated by reference

herein.

6. Add Exhibit C-8 Budget - Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

3/13/2024
Date

DocuSigned by:
Iain Watt
D778BB63F9704C7...
Name: Iain Watt
Title: Interim Director - DPHS

Southern New Hampshire Services, Inc.

3/13/2024
Date

DocuSigned by:
Donnalee Lozeau
DD936F61F0814C1...
Name: Donnalee Lozeau
Title: Chief Executive Officer

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

3/13/2024
Date

DocuSigned by:
Robyn Guarino
748734844941460...
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit C-7 Budget - Amendment #1

New Hampshire Department of Health and Human Services	
Contractor Name:	Southern New Hampshire Services, Inc.
Budget Request for:	Special Supplemental Nutrition Program for WIC and BFPC and WIC-FMNP
Budget Period	G&C Approval - 6/30/24
Indirect Cost Rate (if applicable)	

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$0
2. Fringe Benefits	$0
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	$0
6. Travel	$0
7. Software	$1,000
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$1,000
Total Indirect Costs	$0
TOTAL	$1,000

Contractor: DS DL

Date: 3/13/2024

Exhibit C-8 Budget - Amendment #1

New Hampshire Department of Health and Human Services	
Contractor Name:	Southern New Hampshire Services, Inc.
Budget Request for:	Special Supplemental Nutrition Program for WIC and BFPC and WIC-FMNP
Budget Period	7/01/2024 - 6/30/25
Indirect Cost Rate (if applicable)	0
Line Item	**Program Cost - Funded by DHHS**
1. Salary & Wages	$0
2. Fringe Benefits	$0
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	$0
6. Travel	$0
7. Software	$1,000
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$1,000
Total Indirect Costs	$0
TOTAL	$1,000

Contractor: DS DL

Date: 3/13/2024

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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

DocuSign Envelope ID: 4E2F33DB-9D97-4E0E-AF32-745150EBC8EC

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, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on December 11, 2023, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Donnalee Lozeau, CEO, Ryan Clouthier, COO; James Chaisson, CFO, and Cara Aliberti, Financial Analyst (may list more than one person)is duly authorized on behalf of Southern New Hampshire Services, Inc. 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 **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 3/7/2024

Signature of Elected Officer
Name: Orville Kerr
Title: Secretary

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/25/2024

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 Cross Insurance-Manchester 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
INSURED Southern New Hampshire Services, Inc. PO Box 5040 Manchester NH 03108-5040	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:

COVERAGES **CERTIFICATE NUMBER:** 24-25 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: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			PHPK2670953	04/01/2024	04/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			PHPK2670952	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB905859	04/01/2024	04/01/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HCHS20240000534 (3a - NH)	01/01/2024	01/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			PHPK2670953	04/01/2024	04/01/2025	Each Prof Incident 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.

CERTIFICATE HOLDER

State of NH Department of Health and Human Services
129 Pleasant Street
Concord NH 03301-3857

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

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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.

Financial Statements

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

COMBINED FINANCIAL STATEMENTS AND SUPPLEMTARY INFORMATION FOR THE YEARS ENDED JULY 31, 2023 AND 2022 AND INDEPENDENT AUDITORS' REPORT AND REPORTS ON COMPLIANCE AND INTERNAL CONTROL

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

COMBINED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JULY 31, 2023 AND 2022

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

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, 2023 and 2022, and the related combined statements of activities and changes in net assets, functional expenses and cash flows for the years 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, 2023 and 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 audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. 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.

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 combining schedules of financial position and combining schedules of activities are presented for additional analysis and are 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 March 11, 2024, 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
March 11, 2024

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

COMBINED STATEMENTS OF FINANCIAL POSITION
JULY 31, 2023 AND 2022

ASSETS

	2023	2022
CURRENT ASSETS		
Cash	$ 10,382,755	$ 11,441,623
Investments	10,089,918	9,696,836
Grants receivable	4,657,945	4,458,963
Accounts receivable	1,075,088	949,902
Prepaid expenses	311,983	129,210
Total current assets	26,517,689	26,676,534
PROPERTY		
Land	4,060,574	3,575,080
Buildings and improvements	14,624,467	13,936,225
Vehicles and equipment	1,748,567	1,470,617
Total property	20,433,608	18,981,922
Less: accumulated depreciation	6,392,579	6,720,057
Property, net	14,041,029	12,261,865
OTHER ASSETS		
Restricted cash	500,770	511,966
TOTAL ASSETS	$ 41,059,488	$ 39,450,365

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Current portion of long term debt	$ 87,597	$ 83,656
Accounts payable	2,053,707	991,023
Accrued payroll and related expenses	1,952,587	1,646,168
Accrued compensated absences	421,706	407,125
Other liabilities	235,052	222,094
Refundable advances	2,209,618	4,390,640
Tenant security deposits	82,007	95,757
Total current liabilities	7,042,274	7,836,463
LONG TERM LIABILITIES		
Long term debt, less current portion shown above	1,389,230	1,905,793
Total liabilities	8,431,504	9,742,256
NET ASSETS		
Without donor restrictions	32,627,984	29,708,109
TOTAL LIABILITIES AND NET ASSETS	$ 41,059,488	$ 39,450,365

See Notes to Combined Financial Statements

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

COMBINED STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED JULY 31, 2023 AND 2022

	2023	2022
REVENUES, GAINS AND OTHER SUPPORT		
Grant revenue	$ 110,665,844	$ 131,572,939
Program service fees	804,331	930,848
Local funding	192,419	162,140
Rental income	1,134,229	1,248,788
Gifts and other contributions	286,973	375,231
Interest and dividend income	463,090	403,230
Unrealized loss on investments	(60,130)	(1,101,886)
Miscellaneous	160,034	162,429
In-kind contributions	1,406,827	992,197
Forgiveness of debt	440,000	900,000
Gain on disposal of property	495,109	8,545
Total revenues, gains and other support	115,988,726	135,654,461
EXPENSES		
Program services		
Child development	10,344,050	9,709,703
Community services	1,380,399	1,365,889
Economic and workforce development	5,576,367	4,855,488
Energy	21,055,560	15,581,785
Language and literacy	217,448	355,546
Housing and homeless	65,332,498	94,232,589
Nutrition and health	2,206,763	2,192,705
Special projects	2,031,500	1,798,981
Volunteer services	119,653	109,401
SNHS Management Corporation	2,726,036	2,458,985
Total program services	110,990,274	132,661,072
Supporting activities		
Management and general	2,078,577	1,977,716
Total expenses	113,068,851	134,638,788
CHANGE IN NET ASSETS	2,919,875	1,015,673
NET ASSETS, BEGINNING OF YEAR	29,708,109	28,692,436
NET ASSETS, END OF YEAR	$ 32,627,984	$ 29,708,109

See Notes to Combined Financial Statements

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

COMBINED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JULY 31, 2023

	Program Services						
EXPENSES	Child Development	Community Services	Economic and Workforce Development	Energy	Language and Literacy	Housing and Homeless	Nutrition and Health
Payroll	$ 4,687,629	$ 531,680	$ 2,009,063	$ 1,938,086	$ 203,503	$ 1,431,041	$ 857,455
Payroll taxes	349,470	40,180	151,567	146,475	14,563	108,336	64,713
Fringe benefits	1,443,535	88,342	440,413	503,989	20,634	295,713	210,743
Workers compensation insurance	82,817	5,964	3,854	10,384	4,371	2,874	21,143
Unemployment	13,237	1,219	5,089	5,495	549	2,692	2,398
Retirement benefits	342,791	48,717	153,650	119,927	5,789	67,638	58,784
Consultant and contractual	50,990	274,726	300,288	1,347,342	878	1,154,158	12,482
Travel and transportation	92,430	16,212	48,501	46,755	168	2,611	32,691
Conferences and meetings	-	14,430	-	9,636	-	-	830
Occupancy	706,464	153,012	508,703	136,509	30,171	190,186	71,981
Advertising	134	5,915	8,628	-	25	-	75
Supplies	303,547	22,767	16,260	130,317	4,592	71,748	283,941
Equipment rentals and maintenance	3,805	911	8,610	31,905	443	589	27,842
Insurance	23,033	45,759	2,720	22,872	-	6,572	4,317
Telephone	86,959	17,736	37,596	36,512	4,561	45,272	70,491
Postage	1,402	-	1,010	36,476	-	16,742	2,468
Printing and publications	3,028	5,272	-	-	-	-	-
Subscriptions	-	-	-	696	-	-	-
Program support	6,016	110,075	-	29,932	-	-	-
Interest	6,411	-	-	-	-	-	-
Depreciation	182,997	20,641	43,484	8,534	1,968	6,627	12,983
Assistance to clients	349,924	11,386	1,737,805	16,521,194	-	61,950,040	521,950
Other expense	316,567	2,113	108,073	26,625	-	2,503	2,379
Miscellaneous	14,710	1,003	1,183	4,215	25	1,879	2,527
In-kind expenses	1,406,827	-	-	-	-	-	-
SUBTOTAL	10,474,721	1,418,060	5,586,497	21,113,876	292,240	65,357,221	2,262,193
Eliminations	(130,671)	(37,661)	(10,130)	(58,316)	(74,792)	(24,723)	(55,430)
TOTAL EXPENSES	$ 10,344,050	$ 1,380,399	$ 5,576,367	$ 21,055,560	$ 217,448	$ 65,332,498	$ 2,206,763

See Notes to Combined Financial Statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

COMBINED STATEMENT OF FUNCTIONAL EXPENSES (Continued)
FOR THE YEAR ENDED JULY 31, 2023

	Program Services				Support Services	
	Special Projects	Volunteer Services	SNHS Management Corporation	Total Program Services	Management and General	2023 Total
EXPENSES						
Payroll	$ 64,397	$ 78,563	$ 702,669	$ 12,504,086	$ 1,329,230	$ 13,833,316
Payroll taxes	4,773	5,550	51,177	936,804	95,465	1,032,269
Fringe benefits	2,551	25,583	211,953	3,243,456	176,241	3,419,697
Workers compensation insurance	306	145	10,911	142,769	4,432	147,201
Unemployment	135	233	1,392	32,439	2,884	35,323
Retirement benefits	5,715	6,920	53,840	863,771	130,495	994,266
Consultant and contractual	1,882,405	335	137,435	5,161,039	205,722	5,366,761
Travel and transportation	3,699	3,910	49,033	296,010	4,893	300,903
Conferences and meetings	5,972	-	34,047	64,915	1,074	65,989
Occupancy	12,000	-	689,228	2,498,254	59,745	2,557,999
Advertising	-	1,047	1,574	17,398	25	17,423
Supplies	284	3,041	19,953	856,450	23,581	880,031
Equipment rentals and maintenance	22,835	13	18,642	115,595	5,989	121,584
Insurance	2,244	1,762	51,158	160,437	10,498	170,935
Telephone	2,750	3,751	31,762	337,390	17,767	355,157
Postage	-	665	718	59,481	11,475	70,956
Printing and publications	-	-	-	8,298	-	8,298
Subscriptions	-	-	1,199	1,895	129	2,024
Program support	1,143	-	89,936	237,102	-	237,102
Interest	-	-	45,072	51,483	-	51,483
Depreciation	43,940	-	393,865	715,039	4,114	719,153
Assistance to clients	3,500	-	35,401	81,131,200	-	81,131,200
Other expense	11,879	424	12,233	482,796	400	483,196
Miscellaneous	252	3,328	96,859	125,981	66	126,047
In-kind expenses	-	-	-	1,406,827	-	1,406,827
SUBTOTAL	2,070,780	135,270	2,740,057	111,450,915	2,084,225	113,535,140
Eliminations	(39,280)	(15,617)	(14,021)	(460,641)	(5,648)	(486,289)
TOTAL EXPENSES	$ 2,031,500	$ 119,653	$ 2,726,036	$ 110,990,274	$ 2,078,577	$ 113,068,851

See Notes to Combined Financial Statements

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	14,884	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	-	2,483	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

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	-	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

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

COMBINED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JULY 31, 2023 AND 2022

	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ 2,919,875	$ 1,015,673
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	719,153	671,447
Gain on disposal of property	(495,109)	(8,545)
Unrealized loss on investments	60,130	1,101,886
Forgiveness of debt	(440,000)	(900,000)
Loss on construction		70,044
Decrease (increase) in assets:		
Grants receivable	(198,982)	(1,007,324)
Accounts receivable	(125,186)	(171,292)
Prepaid expenses	(182,773)	7,482
Increase (decrease) in liabilities:		
Accounts payable	495,206	299,328
Accrued payroll and related expenses	306,419	458,824
Accrued compensated absences	14,581	(17,372)
Other liabilities	12,958	(21,028)
Refundable advances	(2,181,022)	2,966,502
Tenant security deposits	(13,750)	6,525
NET CASH PROVIDED BY OPERATING ACTIVITIES	891,500	4,472,150
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property	(2,144,901)	(1,058,436)
Proceeds from disposal of property	709,171	45,428
Purchase of investments, reinvested dividends and capital gains	(453,212)	(402,006)
NET CASH USED IN INVESTING ACTIVITIES	(1,888,942)	(1,415,014)
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of long term debt	(72,622)	(68,765)
NET CASH USED IN FINANCING ACTIVITIES	(72,622)	(68,765)
NET INCREASE (DECREASE) IN CASH AND RESTRICTED CASH	(1,070,064)	2,988,371
CASH AND RESTRICTED CASH, BEGINNING OF YEAR	11,953,589	8,965,218
CASH AND RESTRICTED CASH, END OF YEAR	$ 10,883,525	$ 11,953,589
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash paid during the year for interest	$ 51,483	$ 55,557
SUPPLEMENTAL DISCLOSURES OF NONCASH FINANCING ACTIVITIES		
Building improvements in the current year in accounts payable	$ 567,478	$
CASH AND RESTRICTED CASH		
Cash	$ 10,382,755	$ 11,441,623
Restricted cash	500,770	511,966
Total cash and restricted cash	$ 10,883,525	$ 11,953,589

See Notes to Combined Financial Statements

NOTES TO COMBINED FINANCIAL STATEMENTS FOR THE YEARS ENDED JULY 31, 2023 AND 2022

NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General

Southern New Hampshire Services, Inc. and affiliate (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.

As of July 31, 2023 and 2022, 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.

Southern New Hampshire Services, Inc and SNHS Management Corporation are governed by separate boards of directors and each Organization files its own form 990 with the IRS. See combining schedules on pages 25 and 26 of these financial statements.

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, 2023 and 2022.

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, 2023 and 2022.

Accounts and Grants Receivable

All accounts and grants 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, 2023 and 2022.

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 are 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.

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 97% of total revenue in the fiscal years ended July 31, 2023 and 2022, respectively.

In-Kind Donations

The Organization records various types of in-kind support including professional services and materials. Contributed professional services are recognized if the service received creates or enhances long-lived assets or requires specialized skill, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. Contributions of tangible assets are recognized at fair value when received. In-kind revenues and expenses for the years ended July 31, 2023 and 2022 are $1,406,827 and $992,197, respectively (See **Note 12**).

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 is 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, 2023 and 2022 was $719,153 and $671,447, 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.

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 February 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2016-02, Leases (Topic 842), to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the statement of financial position and disclosing key information about leasing arrangements for lessees and lessors. The standard applies a right of use model that requires all leases with a lease term of more than 12 months, to recognize an asset representing its right to use the underlying asset for the lease term and liability to make lease payments to be recorded. The adoption of ASU 2016-02 did not have a material impact on the Organization's results of operations and cash flows. There were no material amounts to be recognized as operating right of use asset or operating lease liability at July 31, 2023, due to limited leases having a term greater than 12 months.

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 1 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.

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, 2023 and 2022.

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:

	2023			
	Level 1	Level 2	Level 3	Total
Total mutual funds at fair value	$10,089,918	$ -	$ -	$ 10,089,918

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

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:

	2023		2022	
	Market Value	Cost	Market Value	Cost
Mutual Funds	$10,089,918	$ 9,694,288	$ 9,696,836	$ 9,241,075

The Organization had unrealized losses on investments of $60,130 and $1,101,886 at July 31, 2023 and 2022, respectively.

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

	2023	2022
Fair value – beginning of year	$ 9,696,836	$ 10,396,716
Dividends and capital gains reinvested	453,212	402,006
Unrealized loss	(60,130)	(1,101,886)
Fair value – end of year	$ 10,089,918	$ 9,696,836

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:

	2023	2022
Cash	$10,382,755	$11,441,623
Investments	10,089,918	9,696,836
Grants receivable	4,657,945	4,458,963
Accounts receivable	1,075,088	949,902
Total financial assets available within one year	$26,205,706	$26,547,324

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.

NOTE 6. LONG TERM DEBT

The long term debt at July 31, 2023 and 2022 consisted of the following:

	2023	2022
SNHS, Inc		
Mortgage payable to bank, secured by real estate located on Temple St., Nashua, NH, payable in monthly installments of $2,182 plus interest through 2030. Interest is at 4.00% at July 31, 2023 and 2022.	$ 162,615	$ 182,389

	2023	2022
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%.	174,800	181,569
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. This barrier was met during the year ended July 31, 2023 and the mortgage was forgiven in full and recognized into income (See **Note 10**).	-	20,000
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. This barrier was met during the year ended July 31, 2023 and the mortgage was forgiven in full and recognized into income (See **Note 10**).	-	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%. This barrier was met during the year ended July 31, 2023 and the mortgage was forgiven in full and recognized into income (See **Note 10**).	-	170,000

	2023	2022
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%.	295,423	322,593
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%.	289,789	308,698
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	392,925
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
	1,476,827	1,989,449
Less: current portion due within one year	87,597	83,656
	$ 1,389,230	$ 1,905,793

The schedule of maturities of long term debt at July 31, 2023 is as follows:

Year Ending July 31	Amount
2024	$ 87,597
2025	80,491
2026	84,899
2027	89,564
2028	94,498
Thereafter	1,039,778
Total	$ 1,476,827

NOTE 7. OPERATING LEASES

The Organization leases various facilities under several operating leases. Total lease payments for the years ended July 31, 2023 and 2022 equaled $923,323 and $864,053, respectively. The leases expire at various times through 2025. 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, 2023 and 2022 totaled $229,188 and $221,737, respectively. These leases have been eliminated in the combined financial statements.

The schedule of future minimum lease payments at July 31, 2023 for the operating leases is as follows:

Year Ending July 31	Amount
2024	$ 78,161
2025	12,524
Total	$ 90,685

NOTE 8. ACCRUED COMPENSATED BALANCES

At July 31, 2023 and 2022 the Organization accrued a liability for future annual leave time that its employees had earned in the amount of $421,706 and $407,125, 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 retirement benefit expense for the years ended July 31, 2023 and 2022 was $994,266 and $998,675, respectively.

NOTE 10. FORGIVENESS OF DEBT

During the year ended July 31, 2023, the Organization realized forgiveness of debt income in connection with three mortgage payables to the City of Nashua. The real estate located in Nashua, New Hampshire remained as low-income housing for a length that satisfied the criteria for debt forgiveness from the City of Nashua. Forgiveness of debt income totaled $440,000 for the year ended July 31, 2023 on the accompanying combined statement of activities (**Note 6**).

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. The 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 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 if 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, 2023 and 2022. 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.

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.

NOTE 12 IN-KIND CONTRIBUTIONS/SERVICES

The Organization records the value of in-kind contributions according to the accounting policies described in **Note 1**.

The fair value of gifts in kind included contributions in the financial statements and the corresponding program expenses for the year ended July 31, 2023 and 2022, is as follows:

	2023	2022
Volunteer hours		
Head Start and Early Head Start	$1,406,827	$992,197

NOTE 13. RECLASSIFICATIONS

Certain reclassifications have been made to the prior year's financial statements, which were taken from the July 31, 2023 financial statements, to conform to the current year presentation.

NOTE 14. SUBSEQUENT EVENTS

Management has made an evaluation of subsequent events through March 11, 2024, 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.

SUPPLEMENTAL INFORMATION

(See Independent Auditors' Report)

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

COMBINING SCHEDULE OF FINANCIAL POSITION
JULY 31, 2023

	SNHS, Inc.	SNHS Management Corporation	Sub-Total	Elimination	Total
ASSETS					
CURRENT ASSETS					
Cash	$ 1,261,357	$ 9,121,398	$ 10,382,755	$ -	$ 10,382,755
Investments	-	10,089,918	10,089,918	-	10,089,918
Grants receivable	4,613,855	44,090	4,657,945	-	4,657,945
Accounts receivable	-	1,075,088	1,075,088	-	1,075,088
Prepaid expenses	251,407	60,576	311,983	-	311,983
Due from related parties	5,288,049	(2,672,032)	2,616,017	(2,616,017)	-
Total current assets	11,414,668	17,719,038	29,133,706	(2,616,017)	26,517,689
PROPERTY					
Land	646,805	3,413,769	4,060,574	-	4,060,574
Buildings and improvements	3,969,258	10,655,211	14,624,467	-	14,624,467
Vehicles and equipment	1,498,975	249,592	1,748,567	-	1,748,567
Total property	6,115,038	14,318,572	20,433,608	-	20,433,608
Less: accumulated depreciation	1,949,302	4,443,277	6,392,579	-	6,392,579
Total property, net	4,165,734	9,875,295	14,041,029	-	14,041,029
OTHER ASSETS					
Restricted cash	30,781	469,989	500,770	-	500,770
TOTAL ASSETS	$ 15,611,183	$ 26,064,322	$ 43,675,505	$ (2,616,017)	$ 41,059,488
LIABILITIES AND NET ASSETS					
CURRENT LIABILITIES					
Current portion of long term debt	$ 19,966	$ 67,631	$ 87,597	$ -	$ 87,597
Accounts payable	1,892,132	161,575	2,053,707	-	2,053,707
Accrued payroll and related expenses	280,588	1,671,999	1,952,587	-	1,952,587
Accrued compensated absences	-	421,706	421,706	-	421,706
Other liabilities	212,307	22,745	235,052	-	235,052
Refundable advances	1,694,546	515,072	2,209,618	-	2,209,618
Tenant security deposits	29,459	52,548	82,007	-	82,007
Due to related parties	2,672,032	(56,015)	2,616,017	(2,616,017)	-
Total current liabilities	6,801,030	2,857,261	9,658,291	(2,616,017)	7,042,274
NONCURRENT LIABILITIES					
Long term debt, less current portion shown above	142,649	1,246,581	1,389,230	-	1,389,230
Total liabilities	6,943,679	4,103,842	11,047,521	(2,616,017)	8,431,504
NET ASSETS					
Without donor restrictions	8,667,504	23,960,480	32,627,984	-	32,627,984
TOTAL LIABILITIES AND NET ASSETS	$ 15,611,183	$ 28,064,322	$ 43,675,505	$ (2,616,017)	$ 41,059,488

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

COMBINING SCHEDULE OF ACTIVITIES
FOR THE YEAR ENDED JULY 31, 2023

	SNHS, Inc.	SNHS Management Corporation	Sub-Total	Elimination	Total
REVENUES, GAINS AND OTHER SUPPORT					
Grant revenue	$ 110,665,844	$ -	$ 110,665,844	$ -	$ 110,665,844
Program service fees	275,039	766,393	1,041,432	(237,101)	804,331
Local funding	-	192,419	192,419	-	192,419
Rental income	-	1,363,417	1,363,417	(229,188)	1,134,229
Gifts and other contributions	266,926	20,047	286,973	-	286,973
Interest and dividend income	620	462,470	463,090	-	463,090
Unrealized loss on investments	-	(60,130)	(60,130)	-	(60,130)
Miscellaneous	124,603	35,431	160,034	-	160,034
Forgiveness of debt	-	440,000	440,000	-	440,000
Gain on disposal of property	16,301	478,808	495,109	-	495,109
In-kind contributions	1,406,827	-	1,406,827	-	1,406,827
Total revenues, gains and other support	112,756,160	3,698,855	116,455,015	(466,289)	115,988,726
EXPENSES					
Program services					
Child development	10,474,721	-	10,474,721	(130,671)	10,344,050
Community services	1,418,060	-	1,418,060	(37,661)	1,380,399
Economic and workforce development	5,586,497	-	5,586,497	(10,130)	5,576,367
Energy	21,113,876	-	21,113,876	(58,316)	21,055,560
Language and literacy	292,240	-	292,240	(74,792)	217,448
Housing and homeless	65,357,221	-	65,357,221	(24,723)	65,332,498
Nutrition and health	2,262,193	-	2,262,193	(55,430)	2,206,763
Special projects	2,070,780	-	2,070,780	(39,280)	2,031,500
Volunteer services	135,270	-	135,270	(15,617)	119,653
SNHS Management Corporation	-	2,740,057	2,740,057	(14,021)	2,726,036
Total program services	108,710,858	2,740,057	111,450,915	(460,641)	110,990,274
Supporting activities					
Management and general	2,084,225	-	2,084,225	(5,648)	2,078,577
Total expenses	110,795,083	2,740,057	113,535,140	(466,289)	113,068,851
CHANGE IN NET ASSETS	1,961,077	958,798	2,919,875	-	2,919,875
NET ASSETS, BEGINNING OF YEAR	6,706,427	23,001,682	29,708,109	-	29,708,109
NET ASSETS, END OF YEAR	$ 8,667,504	$ 23,960,480	$ 32,627,984	$ -	$ 32,627,984

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

STATEMENTS OF FINANCIAL POSITION
JULY 31, 2023 AND 2022

ASSETS

	2023	2022
CURRENT ASSETS		
Cash	$ 18,114	$ 16,249
Prepaid expenses	9,492	6,648
Total current assets	27,606	22,897
RESTRICTED CASH		
Insurance escrow	1,074	3,120
Tax escrow	4,767	4,959
Replacement reserves	42,339	27,778
Operating reserve	55,427	79,495
Total restricted cash	103,607	115,352
PROPERTY		
Land	166,600	166,600
Buildings and improvements	598,178	598,178
Total property	764,778	764,778
Less accumulated depreciation	110,812	93,216
Property, net	653,966	671,562
OTHER ASSETS		
Tenant security deposits	13,504	14,643
TOTAL ASSETS	$ 798,683	$ 824,454

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Current portion of mortgage note payable	$ 7,010	$ 6,769
Accounts payable	4,364	5,448
Accrued expenses	328	49
Total current liabilities	11,702	12,266
LONG TERM LIABILITIES		
Due to affiliate	47,697	29,575
Mortgage note payable, less current portion as shown above	167,790	174,800
Tenant security deposits	13,504	14,643
Total long term liabilities	228,991	219,018
Total liabilities	240,693	231,284
NET ASSETS WITHOUT DONOR RESTRICTIONS	557,990	593,170
TOTAL LIABILITIES AND NET ASSETS	$ 798,683	$ 824,454

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

STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED JULY 31, 2023 AND 2022

	2023	2022
INCOME		
Rental income	$ 171,902	$ 175,309
Interest income	8	11
Interest income restricted	2,537	172
Other income	3,680	5,400
Total income	178,127	180,892
OPERATING EXPENSES		
Administrative	43,135	39,451
Utilities	42,357	45,744
Maintenance	74,601	62,802
General	29,371	26,246
Total operating expenses	189,464	174,243
INTEREST EXPENSE	6,247	6,479
INCOME (LOSS) BEFORE DEPRECIATION	(17,584)	170
Depreciation	17,596	17,494
CHANGE IN NET ASSETS	(35,180)	(17,324)
NET ASSETS, BEGINNING OF YEAR	593,170	610,494
NET ASSETS, END OF YEAR	$ 557,990	$ 593,170

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

SCHEDULES OF RENTAL OPERATIONS EXPENSES
FOR THE YEARS ENDED JULY 31, 2023 AND 2022

	2023	2022
ADMINISTRATIVE EXPENSES		
Management fee	$ 14,400	$ 14,400
Salaries and wages	11,803	6,816
Fringe benefits	3,376	2,043
Legal	4,443	3,971
Investment and management fee	-	6,120
Telephone	399	1,687
Other administrative expenses	8,714	4,414
Total administrative expenses	43,135	39,451
UTILITIES		
Electricity	17,226	17,056
Fuel	12,218	15,579
Water and sewer	12,913	11,630
Other utility expense	-	1,479
Total utility expenses	42,357	45,744
MAINTENANCE		
Trash removal	2,512	2,533
Snow removal	16,214	12,496
Elevator repairs and contract	3,482	3,756
Custodial supplies	15	295
Repairs, materials	44,680	35,522
Repairs, contract	7,698	8,200
Total maintenance expense	74,601	62,802
INTEREST, NHH MORTGAGE NOTE	6,247	6,479
DEPRECIATION	17,596	17,494
GENERAL EXPENSE		
Real estate taxes	20,392	19,648
Payroll taxes	902	515
Retirement benefits	1,074	50
Workman's compensation	553	351
Insurance	6,450	5,682
Total general expense	29,371	26,246
TOTAL RENTAL OPERATIONS EXPENSES	$ 213,307	$ 198,216

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

SCHEDULES OF RECEIPTS AND DISBURSEMENTS
FOR THE YEARS ENDED JULY 31, 2023 AND 2022

	2023	2022
SOURCES OF FUNDS:		
Rental operations		
INCOME		
Tenant paid rent	$ 157,554	$ 157,575
HAP rent subsidy	14,348	17,734
Total rental receipts	171,902	175,309
Interest income	2,545	183
Service income	2,345	2,635
Other income	1,335	2,765
Total rental operations receipts	178,127	180,892
EXPENSES:		
Administrative	43,213	39,008
Utilities	43,426	41,718
Maintenance	74,259	63,138
General	32,215	25,539
Interest	6,247	6,479
Total rental operations disbursements	199,360	175,882
CASH PROVIDED BY (USED IN) RENTAL OPERATIONS BEFORE AMORTIZATION OF MORTGAGE	(21,233)	5,010
AMORTIZATION OF MORTGAGE	(6,769)	(6,537)
CASH USED IN RENTAL OPERATIONS AFTER DEBT SERVICE	(28,002)	(1,527)
OTHER DISBURSEMENTS		
Net receipts (payments) from management agent	18,122	(556)
Net withdrawals (deposits) from reserve accounts	11,745	(6,128)
Purchase of property	-	(6,070)
NET INCREASE (DECREASE) IN CASH	1,865	(14,281)
CASH, BEGINNING OF YEAR	16,249	30,530
CASH, END OF YEAR	$ 18,114	$ 16,249

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

SCHEDULES OF RESTRICTED CASH RESERVES AND ESCROWS
FOR THE YEARS ENDED JULY 31, 2023 AND 2022

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, 2023					
Operating reserve	$ 79,495	$ -	$ 1,523	$ (25,591)	$ 55,427
Insurance escrow	3,120	6,204	114	(8,364)	1,074
Tax escrow	4,959	20,527	139	(20,858)	4,767
Replacement reserve	27,778	13,800	761	-	42,339
TOTAL RESTRICTED CASH RESERVES AND ESCROWS	$ 115,352	$ 40,531	$ 2,537	$ (54,813)	$ 103,607
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

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

SCHEDULES OF SURPLUS CASH
FOR THE YEARS ENDED JULY 31, 2023 AND 2022

	2023	2022
Net loss	$ (35,180)	$ (17,324)
Add:		
Depreciation	17,596	17,494
Deduct:		
Interest income from reserve accounts	(2,537)	(172)
Required principal payments	(6,769)	(6,537)
Required payments to replacement reserves	(13,800)	(11,850)
Add other NHHFA approved items:		
Investor services fee		6,120
Cash deficit	$ (40,690)	$ (12,269)

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

YEAR-TO-DATE COMPILATION OF OWNERS' FEE/DISTRIBUTION
FOR THE YEARS ENDED JULY 31, 2023 AND 2022

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
7/31/2023	243,855	-	5,480,644

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

STATEMENTS OF FINANCIAL POSITION
JULY 31, 2023 AND 2022

ASSETS

	2023	2022
CURRENT ASSETS		
Cash	$ 18,628	$ 20,017
Prepaid expenses	12,694	10,768
Total current assets	31,322	30,785
RESTRICTED CASH		
Tax escrow		6,556
Replacement reserves	97,522	115,584
Operating reserves		70,051
Total restricted cash	97,522	192,191
PROPERTY		
Land	176,000	176,000
Buildings and improvements	1,191,515	1,174,605
Total property	1,367,515	1,350,605
Less accumulated depreciation	220,105	185,773
Property, net	1,147,410	1,164,832
OTHER ASSETS		
Tenant security deposits	17,977	18,408
TOTAL ASSETS	$ 1,294,231	$ 1,406,216

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	5,232	3,944
Accrued expenses	1,287	1,105
Total current liabilities	6,519	5,049
LONG TERM LIABILITIES		
Due to affiliate	119,427	119,202
Mortgage note payable		270,000
Tenant security deposits	17,977	18,408
Total long term liabilities	137,404	407,610
Total liabilities	143,923	412,659
NET ASSETS WITHOUT DONOR RESTRICTIONS	1,150,308	993,557
TOTAL LIABILITITES AND NET ASSETS	$ 1,294,231	$ 1,406,216

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

STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED JULY 31, 2023 AND 2022

	2023	2022
INCOME		
Rental income	$ 209,138	$ 195,796
Interest income	12	10
Interest income restricted	68	93
Other income	1,683	985
Total income	210,901	196,884
OPERATING EXPENSES		
Administrative	89,901	74,425
Utilities	66,959	59,878
Maintenance	93,611	59,321
General	39,347	37,821
Total operating expenses	289,818	231,445
LOSS BEFORE DEPRECIATION AND FORGIVENESS OF DEBT	(78,917)	(34,561)
Depreciation	(34,332)	(32,741)
Forgiveness of debt	270,000	900,000
CHANGE IN NET ASSETS	156,751	832,698
NET ASSETS, BEGINNING OF YEAR	993,557	160,859
NET ASSETS, END OF YEAR	$ 1,150,308	$ 993,557

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

SCHEDULES OF RENTAL OPERATIONS EXPENSES
FOR THE YEARS ENDED JULY 31, 2023 AND 2022

	2023	2022
ADMINISTRATIVE EXPENSES		
Management fee	$ 17,688	$ 17,688
Salaries and wages	50,761	42,968
Fringe benefits	5,912	3,843
Legal	6,172	4,563
Telephone	119	1,540
Other administrative expenses	9,249	3,823
Total administrative expenses	89,901	74,425
UTILITIES		
Electricity	29,620	30,929
Fuel	24,853	15,424
Water and sewer	12,486	11,912
Other utility expense	-	1,613
Total utility expenses	66,959	59,878
MAINTENANCE		
Trash removal	3,265	2,969
Snow removal	10,956	9,360
Elevator repairs and contract	6,079	5,789
Custodial supplies	543	826
Repairs, materials	66,772	33,772
Repairs, contract	5,996	6,605
Total maintenance expense	93,611	59,321
DEPRECIATION	34,332	32,741
GENERAL EXPENSE		
Real estate taxes	19,563	21,938
Payroll taxes	3,871	3,281
Retirement benefits	2,436	2,077
Workman's compensation	1,648	1,487
Insurance	11,829	9,038
Total general expense	39,347	37,821
TOTAL RENTAL OPERATIONS EXPENSES	$ 324,150	$ 264,186

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

SCHEDULES OF RECEIPTS AND DISBURSEMENTS
FOR THE YEARS ENDED JULY 31, 2023 AND 2022

	2023	2022
SOURCES OF FUNDS:		
Rental operations		
INCOME		
Tenant paid rent	$ 179,903	$ 172,359
HAP rent subsidy	29,235	23,437
Total rental receipts	209,138	195,796
Interest income	80	103
Service income	1,683	985
Total rental operations receipts	210,901	196,884
EXPENSES		
Administrative	89,155	74,686
Utilities	64,314	60,931
Maintenance	95,532	56,276
General	41,273	39,512
Total rental operations disbursements	290,274	231,405
CASH USED IN RENTAL OPERATIONS	(79,373)	(34,521)
OTHER DISBURSEMENTS		
Net receipts from management agent	225	69,492
Net withdrawals (deposits) from reserve accounts	94,669	(15,695)
Transfer to tenant security deposit account		17
Purchase of property	(16,910)	(17,275)
NET INCREASE (DECREASE) IN CASH	(1,389)	2,018
CASH, BEGINNING OF YEAR	20,017	17,999
CASH, END OF YEAR	$ 18,628	$ 20,017

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

SCHEDULES OF RESTRICTED CASH RESERVES AND ESCROWS
FOR THE YEARS ENDED JULY 31, 2023 AND 2022

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, 2023					
Operating reserve	$ 70,051	$ -	$ 20	$ (70,071)	$ -
Tax escrow	6,556	-	2	(6,558)	-
Replacement reserve	115,584	15,600	46	(33,708)	97,522
TOTAL RESTRICTED CASH RESERVES AND ESCROWS	$ 192,191	$ 15,600	$ 68	$ (110,337)	$ 97,522
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

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

SCHEDULES OF SURPLUS CASH
FOR THE YEARS ENDED JULY 31, 2023 AND 2022

	2023	2022
Net loss	$ 156,751	$ 832,698
Add:		
Depreciation	34,332	32,741
Reserve for replacement withdrawals not capitalized	33,708	
Deduct:		
Interest income from reserve accounts	(68)	(93)
Required payments to replacement reserves	(15,600)	(15,600)
Add other NHHFA approved items:		
Forgiveness of debt income	(270,000)	(900,000)
Cash deficit	$ (60,877)	$ (50,254)

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

STATEMENTS OF FINANCIAL POSITION
JULY 31, 2023 AND 2022

ASSETS

	2023	2022
CURRENT ASSETS		
Cash	$ 52,119	$ 99,295
Prepaid expenses	9,378	8,701
Total current assets	61,497	107,996
RESTRICTED CASH		
Insurance escrow	950	2,761
Tax escrow	5,728	6,414
Replacement reserves	213,685	207,873
Operating reserves	69,541	68,049
Total restricted cash	289,904	285,097
PROPERTY		
Land	211,000	211,000
Buildings and improvements	932,700	932,700
Total property	1,143,700	1,143,700
Less accumulated depreciation	124,370	99,515
Property, net	1,019,330	1,044,185
OTHER ASSETS		
Tenant security deposits	16,159	16,261
TOTAL ASSETS	$ 1,386,890	$ 1,453,539

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Current portion of mortgage note payable	$ 20,275	$ 18,908
Accounts payable	971	29,355
Accrued expenses	552	823
Deferred revenue		11,695
Total current liabilities	21,798	60,781
LONG TERM LIABILITIES		
Due to affiliate	73,732	184,358
Mortgage note payable, less current portion as shown above	812,439	832,715
Tenant security deposits	16,159	16,261
Total long term liabilities	902,330	933,334
Total liabilities	924,128	994,115
NET ASSETS WITHOUT DONOR RESTRICTIONS	462,762	459,424
TOTAL LIABILITIES AND NET ASSETS	$ 1,386,890	$ 1,453,539

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, 2023 AND 2022

	2023	2022
INCOME		
Rental income	$ 260,356	$ 267,614
Interest income	37	44
Interest income restricted	6,079	435
Other income	3,950	3,876
Total income	270,422	271,969
OPERATING EXPENSES		
Administrative	52,690	45,122
Utilities	37,510	35,470
Maintenance	92,814	76,135
General	38,206	32,936
Total operating expenses	221,220	189,663
INTEREST EXPENSE	21,009	22,284
INCOME BEFORE DEPRECIATION	28,193	60,022
Depreciation	24,855	23,580
CHANGE IN NET ASSETS	3,338	36,442
NET ASSETS, BEGINNING OF YEAR	459,424	422,982
NET ASSETS, END OF YEAR	$ 462,762	$ 459,424

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, 2023 AND 2022

	2023	2022
ADMINISTRATIVE EXPENSES		
Advertising	$ 500	$ 63
Management fee	18,000	18,000
Salaries and wages	24,180	13,605
Fringe benefits	661	2,476
Legal		506
Telephone	237	2,180
Other administrative expenses	9,112	8,292
Total administrative expenses	52,690	45,122
UTILITIES		
Electricity	19,092	20,171
Fuel	12,381	9,093
Water and sewer	6,037	5,064
Other utility expense		1,142
Total utility expenses	37,510	35,470
MAINTENANCE		
Trash removal	2,737	3,007
Snow removal	25,370	27,185
Custodial supplies		396
Repairs, materials	50,691	31,512
Repairs, contract	14,016	14,035
Total maintenance expense	92,814	76,135
INTEREST	21,009	22,284
DEPRECIATION	24,855	23,580
GENERAL EXPENSE		
Real estate taxes	26,617	25,449
Payroll taxes	1,849	1,041
Retirement benefits	1,349	50
Workman's compensation	1,157	701
Insurance	7,234	5,695
Total general expense	38,206	32,936
TOTAL RENTAL OPERATIONS EXPENSES	$ 267,084	$ 235,527

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, 2023 AND 2022

	2023	2022
SOURCES OF FUNDS:		
Rental operations		
INCOME		
Tenant paid rent	$ 124,060	$ 137,382
HAP rent subsidy	124,601	141,927
Total rental receipts	248,661	279,309
Interest income	6,116	479
Service income	2,510	2,435
Other income	1,440	1,441
Total rental operations receipts	258,727	283,664
EXPENSES		
Administrative	52,989	45,102
Utilities	39,292	33,401
Maintenance	93,861	75,725
General	38,910	33,759
Interest	21,009	22,284
Total rental operations disbursements	246,061	210,271
CASH PROVIDED BY RENTAL OPERATIONS BEFORE AMORTIZATION OF MORTGAGE	12,666	73,393
AMORTIZATION OF MORTGAGE	(18,909)	(17,633)
CASH PROVIDED BY (USED IN) RENTAL OPERATIONS AFTER DEBT SERVICE	(6,243)	55,760
OTHER DISBURSEMENTS		
Fixed asset addition placed in service prior year paid in current year	(25,500)	
Net payments from management agent	(10,626)	(10,504)
Net deposits from reserve accounts	(4,807)	(26,827)
Transfer tenant security deposits		(50)
NET INCREASE (DECREASE) IN CASH	(47,176)	18,379
CASH, BEGINNING OF YEAR	99,295	80,916
CASH, END OF YEAR	$ 52,119	$ 99,295

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, 2023 AND 2022

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, 2023					
Operating reserve	$ 68,049	$ -	$ 1,492	$ -	$ 69,541
Insurance escrow	2,761	5,483	101	(7,395)	950
Tax escrow	6,414	25,876	174	(26,736)	5,728
Replacement reserve	207,873	27,000	4,312	(25,500)	213,685
TOTAL RESTRICTED CASH RESERVES AND ESCROWS	$ 285,097	$ 58,359	$ 6,079	$ (59,631)	$ 289,904
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

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, 2023 AND 2022

	2023	2022
Net income	$ 3,338	$ 36,442
Add:		
Depreciation	24,855	23,580
Deduct:		
Interest income from reserve accounts	(6,079)	(435)
Required principal payments	(18,909)	(17,633)
Required payments to replacement reserves	(27,000)	(27,000)
Cash surplus (deficit)	$ (23,795)	$ 14,954

SHERBURNE WOODS
(FORMERLY SNHS DEERFIELD ELDERLY HOUSING LIMITED PARTNERSHIP)
(PROJECT NO.HAP PBA 801-02-05)

YEAR-TO-DATE COMPILATION OF OWNERS' FEE/DISTRIBUTION
FOR THE YEARS ENDED JULY 31, 2023 AND 2022

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
7/31/2023	113,580	-	2,343,143

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JULY 31, 2023

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		$ 1,308,419
Child and Adult Care Food Program	10.558	State of NH, Department of Education			843,295
Food Distribution Cluster					
Commodity Supplemental Food Program	10.565	Community Action Program Belknap-Merrimack Counties	202220Y800544		28,648
Child Nutrition Cluster					
Summer Food Service Program for Children	10.559	State of NH, Department of Education			135,114
Total U.S. Department of Agriculture					$ 2,315,476
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		$ 130,864
Section 8 Project-Based Cluster					
Section 8 Moderate Rehabilitation Single Room Occupancy	14.249				464,891
Total U.S. Department of Housing and Urban Development					$ 595,755
U.S. Department of Labor					
WIOA Cluster					
WIOA Adult Program	17.258	State of NH, Dept of Resources and Economic Development	02-6000618		$ 2,831,584
Total U.S. Department of Labor/WIOA Cluster					$ 2,831,584
U.S. Department of Education					
Adult Education - Basic Grants to States	84.002	State of NH, Department of Education	67011-ABE Manchester	$ 52,865	
Adult Education - Basic Grants to States	84.002	State of NH, Department of Education	67011-ABE Portsmouth	33,449	86,314
Total U.S. Department of Education					$ 86,314
U.S. Department of Treasury					
Emergency Rental Assistance Program	21.023	New Hampshire Housing Authority	ERA0012 AND ERA0435	$ 19,781,952	
Emergency Rental Assistance Program	21.023	New Hampshire Housing Authority	ERAE0019	41,364,860	
Emergency Rental Assistance Program	21.023	New Hampshire Housing Authority	ERAE0019	1,327,999	
Emergency Rental Assistance Program	21.023	New Hampshire Housing Authority	ERA0012 AND ERA0435	84,903	62,559,714
Coronavirus State and Local Fiscal Recovery Funds	21.027	New Hampshire Housing Authority	ERAE0019		2,900,423
Total U.S. Department of Treasury					$ 65,460,137

See Notes to Schedule of Expenditures of Federal Awards.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JULY 31, 2023

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		$ 127,813
Total Corporation for National and Community Services					$ 127,813
U.S. Department of Energy					
Weatherization Assistance for Low-Income Persons	81.042	State of NH, Office of Energy & Planning	DE-EE0007935		$ 1,067,179
Total U.S. Department of Energy					$ 1,067,179
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		$ 13,113
Temporary Assistance for Needy Families	93.558	State of NH, DHHS	22NHTANF	$ 2,003,232	
Temporary Assistance for Needy Families	93.558	State of NH, DHHS	23NHTANF	135,412	2,138,644
Low Income Home Energy Assistance (Fuel Assistance)	93.568	State of NH, Office of Energy & Planning	2101NHLIEA	13,433,743	
ARPA-Low Income Home Energy Assistance (Fuel Assistance)	93.568	State of NH, Office of Energy & Planning	LIHEAP ARP22 & LIHEAP-US-DHHS	3,749,189	
Low Income Home Energy Assistance (BWP)	93.568	State of NH, Office of Energy & Planning	2301NHLIEA	477,892	17,660,824
Community Services Block Grant	93.569	State of NH, DHHS	2201NHCOSR	1,430,570	
CV- Community Services Block Grant	93.569	State of NH, DHHS	2201NHCSC3	959,710	2,390,280
Community Services Block Grant - Discretionary	93.570	State of NH, DHHS	2201NHCOSR		45,083
Low Income Household Water Assistance Program (LIWAP)	93.499	State of NH, Office of Energy & Planning	2201NHLWC5/8		247,834
Head Start Cluster					
Head Start/Early Head Start	93.600		01CH01060205	7,593,011	
ARPA-Head Start/Early Head Start	93.600		01HE0004740101	498,553	8,091,564

See Notes to Schedule of Expenditures of Federal Awards

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS,
FOR THE YEAR ENDED JULY 31, 2023

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,	2201NHCCDF	1,508,543	
Child Care Mandatory Matching Funds	93.596	State of NH, DSSH,	2201NHCCDF	531,893	2,040,436
Preschool Development Grant Birth through five	93.434	University of New Hampshire	90TP0060		40,809
Total U.S. Department of Health & Human Services					$ 32,668,587
TOTAL					$ 105,152,845

See Notes to Schedule of Expenditures of Federal Awards

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JULY 31, 2023

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, 2023. 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, 2023.

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

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 statements of financial position as of July 31, 2023 and 2022 and the related statements of activities, and cash flows for the years then ended, and the related notes to the financial statements, and have issued our report thereon dated March 11, 2024.

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.

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
March 11, 2024

Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
DOVER · WOLFEBORO
NORTH CONWAY

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, 2023. 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, 2023.

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.

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
March 11, 2024

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JULY 31, 2023

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: Low-Income Home Energy Assistance Program, ALN 93.568; U.S. Department of Energy: Weatherization Assistance for Low-Income Persons, ALN 81.042 and U.S. Department of Treasury: 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

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED JULY 31, 2023

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, 2022.

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Southern New Hampshire Services, Inc.
Board of Directors
March 2024

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
Deborah Gosselin O'Shea
Carrie Marshall Gross
Anna Hamel
Bonnie Henault
Wanda Kennerson
Kathleen Mackin
German Ortiz

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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

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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

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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

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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.

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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

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James M. Chaisson

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

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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
March 2024

Title	Name	Annual Salary	Percentage	Amount
Chief Executive Officer	Donnalee Lozeau	$213,759	0.00%	0
Chief Operating Officer	Ryan Clouthier	$133,260	0.00%	0
Chief Financial Officer	James Chaisson	$155,009	0.00%	0

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Weaver
Interim Commissioner

Patricia M. Tilley
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 14, 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 Public Health Services, to enter into contracts with the Contractors listed below in an amount not to exceed $6,841,333 to provide benefits for supplemental nutritious foods and public health nutrition and breastfeeding support services to financially-eligible pregnant women, postpartum women, infants, and preschool children up to age five years old, with the option to renew for up to four (4) additional years, effective July 1, 2023, upon Governor and Council approval, through June 30, 2025. 100% Federal Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Community Action Program Belknap and Merrimack Counties, Inc. Concord, NH	177203	Belknap County Merrimack County Coos County Grafton County	$1,692,844
Greater Seacoast Community Health Somersworth, NH	154703	Carroll County Strafford County	$978,375
Southern New Hampshire Services Inc.	177198	Hillsborough County Rockingham County	$3,392,551
Southwestern Community Services, Inc.	177511	Cheshire County Sullivan County	$777,563
		Total:	**$6,841,333**

Funds are anticipated to be available in the following accounts for State Fiscal Year 2024, and are anticipated to be available in State Fiscal Year 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.

See attached fiscal details.

EXPLANATION

The purpose of this request is to provide statewide Special Supplemental Nutrition Program for Women, Infants and Children (WIC), WIC Farmers Market Nutrition Program (FMNP) and Breastfeeding Peer Counseling Program (BFPC) services to eligible women, infants and children. This statewide service is available to assist eligible low-income pregnant women, infants, and children achieve optimal health and nutrition outcomes. The program delivers participant-centered nutrition education and counseling, breastfeeding support and promotion services, supplemental nutritious foods, and referrals to health and social services in a client-centered, supportive environment. The program utilizes the NH Department of Health and Human Services eligibility management information system, referred to as StarLINC, in accordance with federal regulations and NH administrative rules and program policies and procedures.

The NH WIC Breastfeeding Peer Counselor Program (WIC-BFPC) is available to all pregnant and post-partum mothers at WIC clinics in New Hampshire, delivered in accordance with United States Department of Agriculture (USDA) WIC Breastfeeding Support guidelines. The Department provides breastfeeding training for all relevant WIC staff in order to support the WIC Breastfeeding Curriculum. The training includes information on breastfeeding promotion, the advantages of breastfeeding, counseling strategies, infant feeding assessments, and other relevant details to promote safe practices among new mothers.

The NH WIC Farmers' Market Nutrition Program (WIC-FMNP) is associated with the Special Supplemental Nutrition Program for WIC. Eligible WIC participants are issued an additional benefit to purchase local, fresh unprepared fruits and vegetables from farmers' markets in addition to their regular WIC benefits during the summer months.

Approximately 13,000 individuals will be served monthly.

The Contractors will be providing benefits for supplemental nutritious foods, public health nutrition and breastfeeding education, and referrals to healthcare and social services to financially eligible pregnant women, postpartum women, infants and preschool children up to age five years old that will be served across the 10 (ten) counties.

The Department will monitor services by reviewing the following:

- Measuring the percentage of caseload served, with a goal to serve 95%-105% of the assigned caseload.
- Increases in the percentage of prenatal participants enrolled in the WIC Program by the first trimester.
- Increases in the percentage of infants who are fully breastfeeding or partially breastfed.
- Increases in the redemption rates of WIC authorized foods and safe infant formula among households participating in the WIC Nutrition Program.
- Increases in the number of WIC clinics that utilize innovative strategies to increase access to WIC services, retain participants, and improve participant satisfaction.

The Department selected the Contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from March 20, 2023 through April 24, 2023. The Department received four (4) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

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As referenced in Exhibit A, Revision to Standard Agreement Provisions, Section 1.2 of the attached agreements, the parties have the option to extend the agreements for up to four (4) 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, individuals that are eligible for the WIC Nutrition Program, Farmers' Market Nutrition Program, and Breastfeeding Peer Counselor Program will not be served, thus increasing the risk of food insecurity and hunger in New Hampshire.

Source of Federal Funds: **WIC** ALN #10.557 FAIN #234NH703W1003, **FMNP** ALN #10.572 FAIN #224NH728Y8604, **BFPC** ALN #10.557 FAIN # 234NH743W5003

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

Respectfully submitted,

DocuSigned by:
Ann H. Landry
24BAB37ED8E8488...

Lori A. Weaver

Interim Commissioner

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Women, Infant & Children (WIC), Farmers Market Nutrition Program (FMNP), and Breastfeeding Peer Counseling Services (BFPC)
RFP-2023-DPHS-09-SPECI
Fiscal Detail Sheet

Community Action Program Belknap-Merrimack Counties - Vendor Code: 177203-B001

05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF FAMILY HEALTH & NUTRITION, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2024	074-500589	Contracts for Program Services	90006003 (WIC Admin)	$0	$704,925	$704,925
2024	074-500589	Contracts for Program Services	90006041 (WIC OA)	$0	$78,325	$78,325
2024	074-500589	Contracts for Program Services	90006022 (BFPC)	$0	$55,618	$55,618
2024	074-500589	Contracts for Program Services	90006026 (FMNP Admin)	$0	$600	$600
2025	074-500589	Contracts for Program Services	90006003 (WIC Admin)	$0	$715,527	$715,527
2025	074-500589	Contracts for Program Services	90006041 (WIC OA)	$0	$79,503	$79,503
2025	074-500589	Contracts for Program Services	90006022 (BFPC)	$0	$57,746	$57,746
2025	074-500589	Contracts for Program Services	90006026 (FMNP Admin)	$0	$600	$600
			Subtotals:	*$0*	*$1,692,844*	*$1,692,844*

Greater Seacoast Community Health - Vendor Code: 154703-B001

05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF FAMILY HEALTH & NUTRITION, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2024	074-500589	Contracts for Program Services	90006003 (WIC Admin)	$0	$392,063	$392,063
2024	074-500589	Contracts for Program Services	90006041 (WIC OA)	$0	$43,562	$43,562
2024	074-500589	Contracts for Program Services	90006022 (BFPC)	$0	$50,399	$50,399
2024	074-500589	Contracts for Program Services	90006026 (FMNP Admin)	$0	$2,455	$2,455
2025	074-500589	Contracts for Program Services	90006003 (WIC Admin)	$0	$392,063	$392,063
2025	074-500589	Contracts for Program Services	90006041 (WIC OA)	$0	$43,562	$43,562

2025	074-500589	Contracts for Program Services	90006022 (BFPC)	$0	$51,816	$51,816
2025	074-500589	Contracts for Program Services	90006026 (FMNP Admin)	$0	$2,455	$2,455
			Subtotals:	*$0*	*$978,375*	*$978,375*

Southern New Hampshire Services - Vendor Code: 177198-B006

05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF FAMILY HEALTH & NUTRITION WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2024	074-500589	Contracts for Program Services	90006003 (WIC Admin)	$0	$1,404,871	$1,404,871
2024	074-500589	Contracts for Program Services	90006041 (WIC OA)	$0	$156,096	$156,096
2024	074-500589	Contracts for Program Services	90006022 (BFPC)	$0	$133,082	$133,082
2024	074-500589	Contracts for Program Services	90006026 (FMNP Admin)	$0	$267	$267
2025	074-500589	Contracts for Program Services	90006003 (WIC Admin)	$0	$1,404,871	$1,404,871
2025	074-500589	Contracts for Program Services	90006041 (WIC OA)	$0	$156,096	$156,096
2025	074-500589	Contracts for Program Services	90006022 (BFPC)	$0	$136,994	$136,994
2025	074-500589	Contracts for Program Services	90006026 (FMNP Admin)	$0	$274	$274
			Subtotals:	*$0*	*$3,392,551*	*$3,392,551*

Southwestern Community Services, Inc. - Vendor Code: 177511-R001

05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF FAMILY HEALTH & NUTRITION, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2024	074-500589	Contracts for Program Services	90006003 (WIC Admin)	$0	$316,061	$316,061
2024	074-500589	Contracts for Program Services	90006041 (WIC OA)	$0	$35,117	$35,117
2024	074-500589	Contracts for Program Services	90006022 (BFPC)	$0	$35,708	$35,708
2024	074-500589	Contracts for Program Services	90006026 (FMNP Admin)	$0	$420	$420
2025	074-500589	Contracts for Program Services	90006003 (WIC Admin)	$0	$316,061	$316,061
2025	074-500589	Contracts for Program Services	90006041 (WIC OA)	$0	$35,117	$35,117

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2025	074-500589	Contracts for Program Services	90006022 (BFPC)	$0	$38,659	$38,659
2025	074-500589	Contracts for Program Services	90006026 (FMNP Admin)	$0	$420	$420
			Subtotals:	*$0*	*$777,563*	*$777,563*
			GRAND TOTALS:	***$0***	***$6,841,333***	***$6,841,333***

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New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFP-2022-OPHS-06-SPECI

Project Title Special Supplemental Nutrition Program for WIC and SFPC and WIC FMNP

	Maximum Points Available	CAP BM	Greater Seacoast Community Health	Southern NH Services	Southwestern Community Services (SCS)
Technical					
Experience (Q1)	20	20	17	17	10
Service Plans (Q2)	25	25	20	23	15
Outreach Plan (Q3)	10	10	8	8	5
Staffing Plan (Q4	20	19	17	14	10
Reporting Requirements (Q5)	10	10	7	8	5
Capacity (Q6)	10	10	6	7	5
Innovative Strategies or Initiatives (Q7)	5	5	3	2	3
Subtotal - Technical	100	99	78	79	53
Cost					
Budget Sheet (Appendix E)	20	17	12	16	8
Program Staff List (Appendix F)	10	8	7	6	5
Subtotal - Cost	30	25	19	22	10
TOTAL POINTS	130	124	97	101	63
TOTAL PROPOSED VENDOR COST		$1,554,844	$1,219,839.45	$3,754,749	$335,138

	Reviewer Name	Title
1	Lissa Ekola	Bureau Chief
2	Frances Mcloughlin	Program Planner II
3	Hailey McAlary	Program Specialist IV
4	Lisa Corman	Program Specialist IV
5	Emily Maughan	Program Specialist IV

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

Subject: Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and Breastfeeding Peer Counseling (BFPC) and WIC Farmers' Market Nutrition Program (WIC-FMNP)

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	
1.2 Contractor Name Southern New Hampshire Services Inc.		1.3 Contractor Address PO Box 5040 Manchester, NH 03108	
1.5 Contractor Phone Number (603)668-8010	1.6 Account Number 05-95-90-902010-52600000-074-500589	1.7 Completion Date 6/30/2025	1.8 Price Limitation $3,392,551
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 Date: 6/12/2023		1.12 Name and Title of Contractor Signatory Donnalee Lozeau Chief Executive Officer	
1.13 State Agency Signature DocuSigned by: Patricia M. Tilley Date: 6/13/2023		1.14 Name and Title of State Agency Signatory Patricia M. Tilley 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: DocuSigned by: Robyn Guarino Attorney On: 6/13/2023			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials DL
Date 6/12/2023

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.

Contractor Initials DS DL

Date 6/12/2023

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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 6/12/2023

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.

Contractor Initials DL

Date 6/12/2023

New Hampshire Department of Health and Human Services
Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and Breastfeeding Peer Counseling (BFPC) and WIC Farmers' Market Nutrition Program (WIC-FMNP)

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 ("Effective Date").

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 four (4) 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.

New Hampshire Department of Health and Human Services
Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and Breastfeeding Peer Counseling (BFPC) and WIC Farmers' Market Nutrition Program (WIC-FMNP)

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must assist eligible women, infants and children to achieve improved health and nutrition outcomes by providing participant centered nutrition education and counseling, breastfeeding support and promotion, supplemental foods and referrals to health and social services in a supportive environment.

1.2. The Contractor must provide Supplemental Nutrition Program for Women, Infants and Children (WIC), WIC Farmers Market Nutrition Program (FMNP) and Breastfeeding Peer Counseling Program (BFPC) services to eligible women, infants and children in Hillsborough County and Rockingham County.

1.3. The Contractor must provide Supplemental Nutrition Program for Women, Infants and Children (WIC), WIC Farmers Market Nutrition Program (FMNP) and Breastfeeding Peer Counseling Program (BFPC) services to eligible women, infants and children each month utilizing the NH Department of Health and Human Services WIC Program's eligibility management information system referred to as StarLINC, in accordance with the state and federal regulations, NH policies and procedures, including but not limited to the NH WIC Policy and Procedure Manual and 7 CFR 246. The Contractor must:

1.3.1. Provide Special Supplemental Nutrition Program for Women, Infants and Children (WIC) services through nutrition education, breastfeeding support and promotion, referrals to healthcare and social services and supplemental healthy foods to enrolled participants each month.

1.3.2. Strive to serve 95% of the assigned caseload monthly. If the number of participants is less than 95%, the Department may decrease the assigned caseload and appropriate funding. Whereas, if the number of participants is greater than 100%, the Department may increase the assigned caseload and appropriate funding, if funding is available.

1.3.3. Abide by the United States Department of Agriculture (USDA) Assurances as set out in Appendix A.

1.3.4. Use qualified, competent language resources, such as but not limited to interpretation services, free auxiliary aids and services and American Sign Language.

1.3.5. Include language on the their WIC webpage that provides sufficient notice and how to request free language assistance services for individuals with LEP, such as free auxiliary aids and services and other reasonable modifications for individuals with disabilities.

1.3.6. Adhere to USDA Office of Civil Rights policies, including the non-discrimination statement on all online and designated print program materials, including but not limited to the Contractor's website.

1.3.7. Ensure not to discriminate against persons on the grounds of race, color, national origin, sex, gender identity, sexual orientation, disability, age or reprisal or retaliation for prior civil rights activity.

1.4. The Contractor must be responsible for the on-going recruitment and retention of WIC participants, which must include, but not be limited to:

1.4.1. The national WIC enrollment and retention website (www.signupwic.com) in outreach materials and on individual agency website.

1.4.2. Promote and publish the NH WIC Pre-application website in all outreach materials and webpages.

1.4.3. Use of local print media and/or social media using State Agency approved WIC logo.

1.4.4. Distribution of WIC informational booklets and referral materials.

1.4.5. Coordination with NH DHHS District Offices in appropriate service areas to ensure WIC outreach materials are present for households receiving services at the District Offices.

1.4.6. Maintenance of participant waiting list, if appropriate.

1.4.7. Specific activities outlined in approved annual work plan to foster early enrollment for pregnant women and infants.

1.4.8. Specific activities outlined in approved annual work plan targeting breastfeeding families.

1.4.9. Submit all new clinic locations and removal of existing clinic locations to the Department for prior approval.

1.5. The Contractor must consider the following when requesting new permanent and mobile WIC clinic locations:

1.5.1. A minimum of twenty-five (25) participants reside within the zip code of the new proposed clinic site.

1.5.2. Nearby WIC-authorized food stores.

1.5.3. Other community and health services that serve WIC eligible participants.

1.5.4. Available public transportation and handicap accessibility for accessing the WIC clinic.

1.5.5. Adequate clinic space to ensure privacy for each function; certification process, health and nutrition assessment and food benefit issuance.

1.5.6. Access to reliable internet service for each work station.

1.5.7. Ensure that the WIC clinic site, administrative offices and alternative sites will be accessible to individuals with disabilities.

1.5.8. Ensure the clinic site and administrative offices offer privacy for participant confidentiality.

1.5.9. Ensure the clinic site has adequate access to internet for WIC certification and benefit issuance services.

1.5.10. Offer evening appointment hours at (6 pm or later) at a minimum of four (4) clinics per month and at a minimum of two clinic sites per county.

1.5.11. Offer Saturday morning appointments as needed by participants and as staffing allows.

1.5.12. Offer clinic appointment times no less than 35 hours per week. This may be a combination of main and alternate site appointment times. Work weeks with a holiday are exempt from this requirement.

1.5.13. Provide a telephone system to accommodate the volume of applicant and participant inquiries. The telephone system must be operated continuously for a minimum of 8 hours Monday through Friday excluding State and pre-approved closures.

1.6. The Contractor must:

1.6.1. Provide referrals to the NH Medicaid and the NH Supplemental Nutrition Assistance Program to all families enrolled in the WIC Program.

1.6.2. Provide referrals to applicants and participants to health, social, and economic assistance agencies according to the needs of the individuals, including but not limited to alcohol and substance misuse programs.

1.6.3. Offer participant centered health and nutrition education to each WIC Program participant according to individual needs.

1.6.4. Provide participants with follow-up appointments according to the NH Policy and Procedure Manual.

1.6.5. Issue food benefits in compliance with the NH Policy and Procedure Manual.

1.6.6. Provide all participants with a NH Approved Foods List (paper or electronic), a current list of authorized retail vendors (paper or electronic),

and training on the redemption of WIC Program foods for the full nutritional value.

1.6.7. Distribute Farmers' Market Nutrition Program benefits, provide education on the benefits of fruits and vegetables and provide the authorized farmer list to eligible WIC participants during the FMNP season.

1.6.8. Ensure appropriate administrative and/or professional staff attends all administrative meetings and nutrition and breastfeeding trainings provided by the State Agency, as required. Send, at minimum, one nutritionist or breastfeeding person to the National WIC Association Nutrition and Breastfeeding Conference, using designated sponsorship funds when available.

1.6.9. Ensure all staff who interact with participants shall receive an annual civil rights training, customer service training, and conflict resolution training and the Contractor must maintain attendance records in accordance with state and federal regulations.

1.6.10. Ensure all shall receive respect and civility in the workplace training and cultural competence training during the contract period and maintain attendance records in accordance with state and federal regulations.

1.6.11. Protect the integrity of the program by assuring that all participants are informed of their rights and rules for participation in the program and are offered a paper or electronic copy.

1.6.12. Ensure all staff participate in annual training provided by the NH Tobacco Prevention and Cessation Program.

1.6.13. Ensure that WIC staff asks all participants about tobacco/vaping use and/or exposure to tobacco smoke, assist those identified as using tobacco/vaping with awareness of the NH Tobacco Helpline/QuitNow-NH, and refer those that indicate they are ready to quit. Staff must document participant tobacco/vaping use and referral to Quit Line at all certification appointments.

1.6.14. Not attempt to access, alter, or otherwise modify networks, software, equipment, or data provided by the Department for the purpose of delivering WIC services without specific written approval from the Department.

1.6.15. Assure the physical security of all hardware, software and data used in the delivery of WIC services. This must include secure storage when not in use or under visual control, use of password controls, annual computer security agreement, and maintenance of malware and insurance on all

computer hardware, including portable equipment in transit to or at clinic sites.

1.6.16. Purchase new hardware and software as required by the Department to remain in compliance with the WIC MIS specifications and operating requirements by USDA.

1.6.17. Comply with all monitoring requirements set forth by federal regulations and state policy, including but not limited to the biennial management evaluation and self-evaluation. This includes adhering to timelines and approved correction action plans and using the State Agency Management Evaluation tools in compliance with the NH Policy and Procedure Manual or as otherwise directed.

1.6.18. Notify the Department regarding changes in key staff within 30 days of changes.

1.6.19. Notify the Department regarding clinic closures, outside preapproved closures and holidays, prior to clinic closure or within 24 hours.

1.6.20. Conduct special projects as appropriate when funding is available.

1.6.21. Complete and submit quarterly time studies on all WIC staff utilizing forms and instructions in the NH WIC Policy and Procedure Manual.

1.7. Reporting

1.7.1. The Contractor must submit annual Reports, which include, but are not limited to:

1.7.1.1. Goals and objectives for each performance measure, no later than July 30th of each new contract year, unless otherwise directed.

1.7.1.2. A mid-year progress report of work plan goals and objectives no later than January 30th of each contract year unless otherwise directed.

1.7.1.3. A year-end report of work plan goals and objectives no later than June 30th of each contract year unless otherwise directed.

1.8. Performance Measures

1.8.1. The Contractor must complete a performance management model. The model, comprised of four components, provides a common language and framework for the Department and its community partners. The four components consist of 1. Performance Standards, 2. Performance Measurement, 3. Reposting of Progress, and 4. Quality Improvement. The

Department has established the following performance measures for the work to be carried out:

1.8.1.1. Performance Measure #1: Increase the percentage of caseload served to 95% - 105% of the assigned caseload.

1.8.1.2. Performance Measure #2: Increase the percentage of prenatal participants enrolled in the WIC Program by the 3rd month of pregnancy.

1.8.1.3. Performance Measure #3: Increase the percentage of infants who are fully breastfeeding, partially breastfed and % total breastfed.

1.8.1.4. Performance Measure #4: Increase the redemption rate of WIC foods/formula/cash value benefits by WIC participants.

1.8.1.5. Performance Measure #5: Increase the number of WIC clinics that utilize innovative strategies to increase access to WIC services, retain participants and improve participant satisfaction.

1.8.1.6. All performance measures must reflect an emphasis on participant centered services and consideration of influence principles in leading to behavior change. The Contractor is required to describe the work plan, the steps that will be taken towards meeting the performance measures and the quality assurance and evaluation process that will be used to assure progress. The Contractor must submit a report on their activities and progress towards meeting the performance measures at six (6) months (mid-point report) and at twelve (12) months (final report) on the overall program goals and objectives to demonstrate they have met the minimum required services for the proposal at the end of the two year contract period.

1.9. Staffing

1.9.1. The Contractor must ensure that staff who provide nutrition services meet standard qualifications as outlined in the NH WIC Policy and Procedure Manual as well as any State licensure and/or certification requirements, have clearly defined roles and responsibilities and successfully perform their respective roles and responsibilities.

1.9.2. The Contractor must ensure the ratio of the number of participants to staff allows for assurance that WIC services are being provided in a consistent manner statewide while meeting quality nutrition services standards. Professionally qualified and credentialed nutrition and breastfeeding staff assures that nutrition assessment and education and breastfeeding counseling is based on sound science and adheres to USDA standards.

1.9.3. The Contractor must maintain a competent and adequate level of staffing and achieve the following WIC and BFPC recommended staffing levels:

1.9.3.1. Maintain a recommended ratio of 350-400 participants to one FTE staff person.

1.9.3.2. Maintain a recommended ratio of 750-800 participants to one FTE nutritionist.

1.9.3.3. Ensure a registered dietitian (RD) remains on staff and available for consultation to high risk participants. The Contractor may choose to meet this obligation by developing a written Memorandum of Agreement (MOU) with a local community health center, hospital, or private practice for consultation services by a registered dietitian. Best practice is that the WIC Nutrition Coordinator is a registered dietitian.

1.9.3.4. Ensure a certified lactation counselor (CLC) remains on staff. As new breastfeeding coordinators are hired at the local agency, the applicant must be a certified lactation counselor or attend a comparable training within 24 months to become a certified lactation counselor. Best practice is that the WIC Breastfeeding Coordinator is an International Board Certified Lactation Consultant (IBCLC).

1.9.3.5. Ensure1 FTE Nutrition Coordinator and 1 FTE Breastfeeding Coordinator remain on staff if serving a caseload of more than 4,000 participants monthly.

1.9.3.6. Ensure peer counselors meet the definition of a peer counselor, in compliance with the USDA WIC Breastfeeding Curriculum.

1.9.3.7. Maintain a designated breastfeeding peer counseling program manager or coordinator.

1.9.3.8. Maintain a designated Breastfeeding Expert (DBE) that meets the definition of a DBE in the USDA WIC BF Curriculum. This position may be filled by the same person who meets the criteria for 1.9.3.7.

1.9.4. The Contractor must identify the following key staff members:

1.9.4.1. Person responsible for Nutrition Services, by name and title. Describe how nutrition services will be provided to high-risk participants, including identification of high-risk status, follow-up counseling, and coordination with healthcare providers.

1.9.4.2. Person responsible for Breastfeeding Services, by name and title. Describe how breastfeeding peer counseling services are integrated into the agency overall breastfeeding promotion services.

1.9.4.3. Person responsible for StarLINC data management, by name and title. Describe StarLINC operating protocols to ensure updated client data in the StarLINC system, updating of software releases, and enforcement of hardware/software security policies.

1.9.4.4. Person responsible for clinic operations, including staff scheduling, hours of operation, etc., by name and title.

1.9.4.5. Person responsible for WIC Contractor relations, including participant or Contractor complaints or concerns, contact for State Agency Contractor issues, etc., by name and title.

1.10. Equipment

1.10.1. The Contractor must use WIC Program property only for the performance of this Contract.

1.10.2. The Contractor must identify all WIC Program property and keep it on record, separate and distinct from all other property in its possession according to the NH Policy and Procedure Manual.

1.10.3. The Contractor must be responsible and accountable for all WIC Program property provided under this Contract, including any property that may be in the possession or control of any subcontractor. The Contractor must establish a system to control, protect, preserve, maintain, and account for all WIC Program property under the Contract according to the NH Policy and Procedure Manual. Inventory is subject to review from time to time on behalf of the Department, who will require any corrections or improvements considered necessary to protect the WIC Program's interest.

1.10.4. The Contractor must be responsible for WIC Program property upon its delivery into the Contractor's custody.

1.10.5. The Contractor must notify the Department within 1 business day in writing via email if any WIC Program property is lost, damaged, or stolen.

1.11. Contract Initiation Requirements

1.11.1. The Contractor must schedule and hold a kickoff meeting within 10 business days of Governor and Council approval. At the kickoff, the Contractor must furnish an updated Project Schedule describing the activities, staff and resources needed to be ready to offer WIC services on July 1, 2023.

1.12. Background Checks

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

1.12.1.1. 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;

1.12.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and

1.12.1.3. 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.

1.13. Privacy Impact Assessment

1.13.1. 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:

1.13.1.1. How PII is gathered and stored;

1.13.1.2. Who will have access to PII;

1.13.1.3. How PII will be used in the system;

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

1.13.1.5. Privacy practices.

1.13.2. 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.

1.14. Department Owned Devices, Systems and Network Usage

1.14.1. 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:

1.14.1.1. 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;

1.14.1.2. 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 shall they access or attempt to access information without having the express authority of the Department to do so;

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

1.14.1.4. 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;

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

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

1.14.1.7. 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."

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

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

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

1.14.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

1.14.1.9.3. 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."

1.14.1.10: 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:

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

1.14.1.12. 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.

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

1.14.1.14. 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.

1.14.1.15. 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.

1.15. Contract End-of-Life Transition Services

1.15.1. General Requirements

1.15.1.1. 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 shall 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 shall provide the DTP template to the Contractor.

1.15.1.2. 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.

1.15.1.3. 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.

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

1.15.1.5. 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.

1.15.1.6. 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.

1.15.2. Completion of Transition Services

1.15.2.1. Each service or Transition phase shall 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.

1.15.2.2. 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.

1.15.3. Disagreement over Transition Services Results

1.15.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall 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 shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Contract.

1.16. Website and Social Media

1.16.1. 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.

1.16.2. The Contractor agrees Protected Health Information (PHI), 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 PHI, 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.

1.16.3. State of New Hampshire's Website Copyright

1.16.3.1. All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall 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 shall, 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 so as 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.

4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

4.1.4. Medical records on each patient/recipient of services.

4.1.5. Full and complete records concerning WIC Program operations according to the policies and procedures described in the NH Policy and Procedure Manual.

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.

New Hampshire Department of Health and Human Services
Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and Breastfeeding Peer Counseling (BFPC) and WIC Farmers' Market Nutrition Program (WIC-FMNP)

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 91% Federal funds, Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), as awarded on October 1, 2022, by the United States Department of Agriculture, Food and Nutrition Services (USDA-FNS), Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), ALN 10.557, FAIN #234NH703W1003.
   1.2. 8% Federal funds, Breastfeeding Peer Counseling (BFPC), as awarded on October 1, 2022, by the United States Department of Agriculture, Food and Nutrition Services (USDA-FNS), Breastfeeding Peer Counseling (BFPC), ALN 10.557, FAIN #234NH743W5003.
   1.3. 1% Federal funds, WIC Farmers' Market Nutrition Program (WIC-FMNP), as awarded on October 1, 2022, by the United States Department of Agriculture, Food and Nutrition Services (USDA-FNS), WIC Farmers' Market Nutrition Program (WIC-FMNP), ALN 10.572, FAIN #224NH728Y8604.
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 must 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 must 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 DPHSContractBilling@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 must 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 must 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 must submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

8.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

8.5. 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

Complete one budget form for each budget period.

Contractor Name: *Southern New Hampshire Services Inc.*

Budget Request for: *Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)*

Budget Period *July 1, 2023 - June 30, 2024*

Indirect Cost Rate (if applicable) 9.30%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$805,554
2. Fringe Benefits	$391,425
3. Consultants	$55,000
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	$750
5.(b) Supplies - Lab	$5,250
5.(c) Supplies - Pharmacy	$2,000
5.(d) Supplies - Medical	$9,000
5.(e) Supplies Office	$16,850
6. Travel	$15,000
7. Software	$2,650
8.(a) Other - Marketing/ Communications	$25,325
8. (b) Other - Education and Training	$10,200
8.(c) Other - Other (specify below)	
Other (please specify) Occupancy	$74,900
Other (please specify) Liability Insurance	$5,000
Other (please specify) Criminal Record Checks	$175
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$1,419,079
Total Indirect Costs	$141,888
TOTAL	$1,560,967

Contractor: [signature]

Date: 6/12/2023

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Southern New Hampshire Services Inc.*

Budget Request for: *Breastfeeding Peer Counseling (BFPC)*

Budget Period *July 1, 2023 - June 30, 2024*

Indirect Cost Rate (if applicable) 9.30%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$96,658
2. Fringe Benefits	$20,400
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	$1,000
6. Travel	$3,000
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$600
8. (c) Other - Other (specify below)	
Criminal Record Checks	$100
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$121,758
Total Indirect Costs	$11,324
TOTAL	$133,082

Contractor: DL

Date: 6/12/2023

New Hampshire Department of Health and Human Services	
Complete one budget form for each budget period.	
Contractor Name:	Southern New Hampshire Services Inc.
Budget Request for:	WIC Farmer's Market Nutrition Program (WIC-FMNP)
Budget Period	*July 1, 2023 - June 30, 2024*
Indirect Cost Rate (if applicable)	9.30%

Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match
1. Salary & Wages	$166	$0
2. Fringe Benefits	$78	$0
3. Consultants	$0	$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	$0
5.(a) Supplies - Educational	$0	$400
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$0	$0
5.(e) Supplies Office	$0	$0
6. Travel	$0	$0
7. Software	$0	$0
8. (a) Other - Marketing/ Communication	$0	$0
8. (b) Other - Education and Training	$0	$0
8. (c) Other - Other (specify below)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$0	$0
Total Indirect Costs	$23	$0
TOTAL	$267	$400

Contractor: DL

Date: 6/12/2023

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Southern New Hampshire Services Inc.*

Budget Request for: *Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)*

Budget Period *July 1, 2024 - June 30, 2025*

Indirect Cost Rate (if applicable) 9.30%

Line Item	Program Cost - Funded by DHHS.
1. Salary & Wages	$805,554
2. Fringe Benefits	$391,425
3. Consultants	$55,000
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	$750
5.(b) Supplies - Lab	$5,250
5.(c) Supplies - Pharmacy	$2,000
5.(d) Supplies - Medical	$9,000
5.(e) Supplies Office	$16,850
6. Travel	$15,000
7. Software	$2,650
8. (a) Other - Marketing/ Communications	$25,325
8. (b) Other - Education and Training	$10,200
8. (c) Other - Other (specify below)	
Other (please specify) Occupancy	$74,900
Other (please specify) Liability Insurance	$5,000
Other (please specify) Criminal Record Checks	$175
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$1,419,079
Total Indirect Costs	$141,888
TOTAL	$1,560,967

Contractor: DS

Date: 6/12/2023

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Southern New Hampshire Services Inc.*

Budget Request for: *Breastfeeding Peer Counseling (BFPC)*

Budget Period *July 1, 2024 - June 30, 2025*

Indirect Cost Rate (If applicable) 9.30%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$99,461
2. Fringe Benefits	$21,127
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	$1,012
6. Travel	$3,032
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$606
8. (c) Other - Other (specify below)	
Other (please specify) Criminal Record Checks	$100
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$125,338
Total Indirect Costs	$11,656
TOTAL	$136,994

Contractor: DS DL

Date: 6/12/2023

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New Hampshire Department of Health and Human Services		
Contractor Name:	Southern New Hampshire Services Inc.	
Budget Request for:	WIC Farmer's Market Nutrition Program (WIC-FMNP)	
Budget Period	*July 1, 2024 - June 30, 2025*	
Indirect Cost Rate (if applicable)	9.30%	
Line Item	**Program Cost - Funded by DHHS**	**Program Cost - Contractor Share/ Match**
1. Salary & Wages	$171	$0
2. Fringe Benefits	$80	$0
3. Consultants	$0	$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	$0
5.(a) Supplies - Educational	$0	$457
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$0	$0
5.(e) Supplies Office	$0	$0
6. Travel	$0	$0
7. Software	$0	$0
8. (a) Other - Marketing/ Communications	$0	$0
8. (b) Other - Education and Training	$0	$0
8. (c) Other - Other (specify below)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$0	$0
Total Indirect Costs	$23	$0
TOTAL	$274	$457

Contractor: DS DL

Date: 6/12/2023

New Hampshire Department of Health and Human Services
Exhibit D

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

6/12/2023
Date

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

DS
DL
Vendor Initials
6/12/2023
Date

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DocuSign Envelope ID: E308D621-8646-4CE1-AA89-DB99D06EFCB9

New Hampshire Department of Health and Human Services
Exhibit E

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

6/12/2023
Date

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

DocuSign Envelope ID: 7637CE4D-61FF-4B37-91F5-00AD84C2999A

DocuSign Envelope ID: E308D621-B646-4CE1-AA99-DB99D06EFCB9

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

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 (l)(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

6/12/2023
Date

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

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.

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

6/12/2023
Date

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

DocuSign Envelope ID: 7637CE4D-61FF-4B37-91F5-00AD84C2999A

DocuSign Envelope ID: E308D821-B848-4CE1-AA99-DB99D06EFCB9

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

6/12/2023
Date

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

New Hampshire Department of Health and Human Services

Exhibit I

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.

Contractor Initials: DL

Date: 6/12/2023

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
Patricia M. Tilley	Donnalee Lozeau
Signature of Authorized Representative	Signature of Authorized Representative
Patricia M. Tilley	Donnalee Lozeau
Name of Authorized Representative	Name of Authorized Representative
Director	Chief Executive Officer
Title of Authorized Representative	Title of Authorized Representative
6/13/2023	6/12/2023
Date	Date

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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

6/12/2023
Date

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

CU/DHHS/110713

Exhibit J – Certification Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance
Page 1 of 2

Contractor Initials DL
Date 6/12/2023

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The 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: _____

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.).

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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

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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

Contractor Initials DL (DS)

Date 6/12/2023

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: 7637CE4D-61FF-4B37-91F5-00AD84C2999A

DocuSign Envelope ID: E308D621-B646-4CE1-AA99-DB99D06EFCB9

Appendix A - USDA-FNS Civil Rights Assurance Statement

The State Agency hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 610 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines; and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the State Agency agrees to compile data, maintain records and submit reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the non- discrimination laws. If there are any violations of this assurance, the Department of Agriculture shall have the right to seek judicial enforcement of this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, reimbursable expenditures, grant or donation of Federal property and interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the State Agency by the Department. This includes any Federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance such as food, cash assistance extended in reliance on the representations and agreements made in this assurance.

This assurance is binding on the State Agency, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the State Agency.

Contractor Initials DS DL

Date 6/12/2023

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and Breastfeeding Peer Counseling (BFPC) and WIC Farmers' Market Nutrition Program (WIC-FMNP) contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Southwestern Community Services, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 28, 2023 (Item #73), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $790,157

2. Modify Exhibit B, Scope of Services, Section 1.6 by adding Section 1.6.22 to read:

   1.6.22. Provide modernization services to include access to online nutrition education and HIPAA compliant electronic faxing to increase customer service and user efficiency when providing nutrition and breastfeeding services.

3. Modify Exhibit C, Payment Terms, Paragraph 1 to read:

   1. This Agreement is funded by:

      1.1. 89% Federal funds, Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), as awarded on October 1, 2022, by the United States Department of Agriculture, Food and Nutrition Services (USDA-FNS), Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), CFDA 10.557, FAIN 234NH703W1003.

      1.2. 9% Federal funds, Breastfeeding Peer Counseling (BFPC), as awarded on October 1, 2022, by the United States Department of Agriculture, Food and Nutrition Services (USDA-FNS), Breastfeeding Peer Counseling (BFPC), CFDA 10.557, FAIN 234NH743W5003.

      1.3. 1% Federal funds, WIC Farmers' Market Nutrition Program (WIC-FMNP), as awarded on October 1, 2022, by the United States Department of Agriculture, Food and Nutrition Services (USDA-FNS), WIC Farmers' Market Nutrition Program (WIC-FMNP), CFDA 10.572, FAIN 224NH728Y8604.

      1.4. 1% Federal funds, WIC Modernization, as awarded on May 22, 2023, by the United States Department of Agriculture, Food and Nutrition Services (USDA-FNS), WIC Modernization, CFDA 10.557, FAIN 234NH082M2008.

4. Modify Exhibit C, Payment Terms, Paragraph 3 to read:

   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-8 Budget – Amendment #1.

5. Add Exhibit C-7 Budget - Amendment #1, which is attached hereto and incorporated by reference

herein.

6. Add Exhibit C-8 Budget - Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

3/11/2024
Date

DocuSigned by:
Iain Watt
D778BB63F9704C7...
Name: Iain Watt
Title: Interim Director - DPHS

Southwestern Community Services, Inc.

3/11/2024
Date

DocuSigned by:
Beth Daniels
58895E5A6812444...
Name: Beth Daniels
Title: Chief Executive Officer

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

3/12/2024
Date

DocuSigned by:
Robyn Guarino
748734844941460...
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Exhibit C-7 Budget - Amendment #1

New Hampshire Department of Health and Human Services	
Contractor Name:	Southwestern Community Services, Inc.
Budget Request for:	Special Supplemental Nutrition Program for WIC and BFPC and WIC-FMNP
Budget Period	G&C Approval - 6/30/24
Indirect Cost Rate (if applicable)	2%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$900
2. Fringe Benefits	$0
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.	$5,150
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$0
7. Software	$836
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	$0
Other IT support	$1,800
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$8,686
Total Indirect Costs	$186
TOTAL	$8,872

Contractor: DS BD

Date: 3/11/2024

Exhibit C-8 Budget - Amendment #1

New Hampshire Department of Health and Human Services	
Contractor Name:	Southwestern Community Services, Inc.
Budget Request for:	Special Supplemental Nutrition Program for WIC and BFPC and WIC-FMNP
Budget Period	7/01/2024 - 6/30/25
Indirect Cost Rate (if applicable)	5%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$900
2. Fringe Benefits	$0
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	$0
6. Travel	$0
7. Software	$836
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	$0
Other IT support	$1,800
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$3,536
Total Indirect Costs	$186
TOTAL	$3,722

DS

Contractor: BD

Date: 3/11/2024

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State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: **65514**

Certificate Number: **0006194063**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of April A.D. 2023.

David M. Scanlan

Secretary of State

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CERTIFICATE OF AUTHORITY

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

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

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/~~shareholders~~, duly called and held on June 18, 2021, at which a quorum of the Directors/~~shareholders~~ were present and voting.
(Date)

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

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

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: 2/20/2024

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

DocuSign Envelope ID: EB721A10-999F-4994-8C66-A77F3D59FAB4

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/19/2023

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	CONTACT NAME: Ana O'Donnell, CPIW, CIC	
The Hilb Group New England, LLC	PHONE (A/C, No, Ext): (877) 352-2121	FAX (A/C, No):
PO Box 606	E-MAIL ADDRESS: aodonnell@hilbgroup.com	
Keene NH 03431	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Insurance Co	18058
INSURED	INSURER B : Granite State Healthcare & Human Services Trust	
Southwestern Community Services Inc.	INSURER C :	
63 Community Way	INSURER D :	
PO Box 603	INSURER E :	
Keene NH 03431	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 24/25 **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:			PHPK2636316	01/01/2024	01/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1m / 2m
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			PHPK2636315	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB893672	01/01/2024	01/01/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HCHS20242000036	01/01/2024	01/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

3a state: NH. All officers included. This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies referenced herein.

CERTIFICATE HOLDER

State of 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

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Southwestern Community Services

People helping people in Cheshire and Sullivan Counties since 1965.

Mission Statement

SCS strives to empower low-income people and families. With dignity and respect, SCS will provide direct assistance, reduce stressors, and advocate for such persons and families as they lift themselves toward self-sufficiency.

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Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2023 AND 2022
AND
INDEPENDENT AUDITORS' REPORT
AND
REPORTS ON COMPLIANCE AND INTERNAL CONTROL

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SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2023 AND 2022

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

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Southwestern Community Services, Inc.

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying consolidated financial statements of Southwestern Community Services, Inc. (a New Hampshire nonprofit corporation) and related companies, which comprise the consolidated statements of financial position as of May 31, 2023, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of Southwestern Community Services, Inc. and related companies as of May 31, 2023, and the changes in its net assets and its cash flows for the year 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 Southwestern Community Services, Inc. and related companies and, to meet our other ethical responsibilities, in accordance with the 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 audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated 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 consolidated financial statements that are free from material misstatement, whether due to fraud or error.

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In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Southwestern Community Services, Inc. and related companies' ability to continue as a going concern within one year after the date that the consolidated 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 consolidated 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, misrepresentations, 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 consolidated financial statements.

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated 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 consolidated 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 Southwestern Community Services, Inc. and related companies' 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 consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Southwestern Community Services, Inc. and related companies' 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.

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Report on Summarized Comparative Information

We have previously audited Southwestern Community Services, Inc. and related companies' 2022 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated February 9, 2023. In our opinion, the summarized comparative information presented herein as of and for the year ended May 31, 2022, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* 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 consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 24, 2024, on our consideration of Southwestern Community Services, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is 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 Southwestern Community Services, Inc.'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 Southwestern Community Services, Inc.'s internal control over financial reporting and compliance.

Leone McDonnell & Roberts
Professional Association

Wolfeboro, New Hampshire
January 24, 2024

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SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
MAY 31, 2023 AND 2022

ASSETS

	2023	2022
CURRENT ASSETS		
Cash and cash equivalents	$ 2,237,914	$ 3,153,976
Accounts receivable, net	2,027,517	1,745,952
Prepaid expenses	157,449	243,990
Total current assets	4,422,880	5,143,918
PROPERTY		
Land and buildings	30,392,465	29,859,136
Vehicles and equipment	647,670	555,554
Furniture and fixtures	983,264	958,072
Total property	32,023,399	31,372,762
Less accumulated depreciation	16,520,026	15,527,483
Property, net	15,503,373	15,845,279
OTHER ASSETS		
Investment in related parties	64,178	94,230
Right of use asset	98,159	
Due from related parties	53,895	47,566
Cash escrow and reserve funds	1,556,493	1,479,277
Security deposits	111,044	111,033
Other assets	384	384
Total other assets	1,884,153	1,732,490
Total assets	$ 21,810,406	$ 22,721,687

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	$ 239,270	$ 208,035
Accrued expenses	158,107	229,110
Accrued payroll and payroll taxes	235,401	353,786
Other current liabilities	166,988	158,972
Refundable advances	1,246,787	1,519,622
Current portion of right of use liability	32,364	
Current portion of Economic Injury Disaster Loan	3,685	3,585
Current portion of long term debt	183,158	159,974
Total current liabilities	2,265,760	2,633,084
NONCURRENT LIABILITIES		
Long term right of use liability, less current portion shown above	65,795	
Economic Injury Disaster Loan, less current portion shown above	144,966	146,415
Long term debt, less current portion shown above	11,103,983	11,243,212
Total noncurrent liabilities	11,314,744	11,389,627
Total liabilities	13,580,504	14,022,711
NET ASSETS		
Without donor restrictions	8,106,510	8,564,624
With donor restrictions	123,392	134,352
Total net assets	8,229,902	8,698,976
Total liabilities and net assets	$ 21,810,406	$ 22,721,687

See Notes to Consolidated Financial Statements

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SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED MAY 31, 2023
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Without Donor Restrictions	With Donor Restrictions	2023 Total	2022 Total
REVENUES AND OTHER SUPPORT				
Government contracts	$ 23,407,391	$ -	$ 23,407,391	$ 24,553,574
Program service fees	2,480,960	-	2,480,960	2,991,407
Rental income	1,873,226	-	1,873,226	1,817,636
Support	591,754	123,392	715,146	669,175
Sponsorship	8,197	-	8,197	28,520
Interest income	18,235	-	18,235	1,099
Forgiveness of debt	166,931	-	166,931	90,609
Miscellaneous	104,742	-	104,742	156,954
In-kind contributions	69,852	-	69,852	89,366
Total revenues and other support	28,721,288	123,392	28,844,680	30,398,340
NET ASSETS RELEASED FROM RESTRICTIONS	134,352	(134,352)	-	-
Total revenues, other support, and net assets released from restrictions	28,855,640	(10,960)	28,844,680	30,398,340
EXPENSES				
Program services				
Home energy programs	9,895,617	-	9,895,617	7,051,760
Education and nutrition	3,090,471	-	3,090,471	2,826,493
Homeless programs	9,417,446	-	9,417,446	13,349,415
Housing services	3,113,505	-	3,113,505	3,070,446
Economic development services	731,021	-	731,021	658,791
Other programs	678,220	-	678,220	683,000
Total program services	26,926,280	-	26,926,280	27,639,905
Supporting activities				
Management and general	2,360,358	-	2,360,358	2,031,266
Total expenses	29,286,638	-	29,286,638	29,671,171
CHANGE IN NET ASSETS BEFORE GAIN (LOSS) ON SALE OF PROPERTY	(430,998)	(10,960)	(441,958)	727,169
GAIN (LOSS) ON SALE OF PROPERTY	2,936	-	2,936	(14,836)
LOSS ON INVESTMENT IN LIMITED PARTNERSHIPS	(30,052)	-	(30,052)	(43,771)
CHANGE IN NET ASSETS	(458,114)	(10,960)	(469,074)	668,562
NET ASSETS, BEGINNING OF YEAR	8,564,624	134,352	8,698,976	8,030,414
NET ASSETS, END OF YEAR	$ 8,106,510	$ 123,392	$ 8,229,902	$ 8,698,976

See Notes to Consolidated Financial Statements

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SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED MAY 31, 2023

	Home Energy Programs	Education and Nutrition	Homeless Programs	Housing Services	Economic Development Services	Other Programs	Total Program	Management and General	2023 Total
Payroll	$ 694,298	$ 1,847,987	$ 633,731	$ 625,222	$ 353,418	$ 441,854	$ 4,596,510	$ 918,734	$ 5,515,244
Payroll taxes	57,891	151,683	50,582	49,028	30,751	38,239	378,154	67,510	443,664
Employee benefits	132,486	360,268	144,229	212,369	35,364	128,121	1,012,817	163,746	1,176,563
Retirement	35,253	105,574	38,176	44,702	15,838	26,598	266,141	83,144	349,285
Advertising	3,510	7,035	1,706	3,611	2,333	-	18,195	1,524	19,719
Bank charges	10	-	23	4,175	-	-	4,208	8,243	12,451
Computer cost	22,147	21,189	21,846	28,550	19,001	-	112,533	147,767	260,300
Contractual	751,082	15,848	35,804	21,229	32,878	11,039	867,481	117,724	985,205
Depreciation	-	28,865	159,460	692,182	-	7,700	888,207	148,562	1,036,769
Dues/registration	-	4,480	-	1,080	468	267	6,295	11,110	17,405
Duplicating	1,469	12,587	-	-	-	-	14,056	16,742	30,798
Insurance	13,455	18,378	38,947	70,125	19,755	9,030	167,690	44,378	212,068
Interest	-	3,940	5,205	54,004	-	428	63,577	108,653	172,230
Meeting and conference	13,891	156	898	3,962	4,153	901	23,959	15,367	39,326
Miscellaneous expense	1,205	2,599	45	130,108	13,041	1,164	148,152	36,401	184,553
Miscellaneous taxes	-	-	-	122,213	-	-	122,213	451	122,664
Equipment purchases	7,732	3,636	-	7,983	-	-	19,351	590	19,941
Office expense	66,290	12,574	31,714	12,403	10,330	1,830	135,141	33,063	168,204
Postage	1,378	228	176	123	484	-	2,387	37,767	40,154
Professional fees	2,825	-	6,559	32,542	-	-	41,926	99,770	141,696
Staff development and training	10,191	1,323	1,065	6,558	1,760	1,228	22,125	24,323	46,448
Subscriptions	-	-	-	115	-	-	115	327	442
Telephone	7,081	4,984	29,729	19,282	1,771	1,898	64,745	60,155	124,900
Travel	7,440	19,611	128,830	10,111	38,103	-	204,095	6,650	210,745
Vehicle	15,962	551	1,653	25,000	83,361	7,639	134,166	772	134,938
Rent	19,200	13,900	-	-	-	-	33,100	-	33,100
Space costs	18,019	244,532	554,835	922,645	15,968	-	1,755,999	160,957	1,916,956
Direct client assistance	8,012,822	140,913	7,532,435	14,183	52,443	2,284	15,755,080	45,928	15,801,008
In-kind expenses	-	69,852	-	-	-	-	69,852	-	69,852
TOTAL FUNCTIONAL EXPENSES BEFORE MANAGEMENT AND GENERAL ALLOCATION	9,895,617	3,090,471	9,417,446	3,113,505	731,021	678,220	26,926,280	2,360,358	29,286,638
Allocation of management and general expenses	867,450	270,911	825,533	272,930	64,081	59,453	2,360,358	(2,360,358)	-
TOTAL FUNCTIONAL EXPENSES	$ 10,763,067	$ 3,361,382	$ 10,242,979	$ 3,386,435	$ 795,102	$ 737,673	$ 29,286,638	$ -	$ 29,286,638

See Notes to Consolidated Financial Statements

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SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED MAY 31, 2022

	Home Energy Programs	Education and Nutrition	Homeless Programs	Housing Services	Economic Development Services	Other Programs	Total Program	Management and General	2022 Total
Payroll	$ 551,449	$ 1,553,713	$ 601,469	$ 672,177	$ 340,079	$ 416,924	$ 4,135,811	$ 856,748	$ 4,992,559
Payroll taxes	45,132	127,557	49,849	151,549	30,490	35,545	340,122	68,379	408,501
Employee benefits	137,544	387,109	140,322	217,837	27,775	137,184	1,047,571	101,743	1,149,314
Retirement	31,440	95,676	32,887	49,044	16,083	18,580	243,710	66,594	310,304
Advertising	1,068	12,573	428	7,537	8,801	-	30,405	5,120	35,525
Bank charges	35	-	863	4,650	-	-	5,348	9,701	15,049
Computer cost	307	15,754	13,319	8,001	14,818	-	52,199	127,747	179,946
Contractual	628,975	15,256	87,421	26,033	-	35,197	992,882	63,330	1,056,212
Depreciation	-	26,438	134,036	674,508	-	3,810	838,790	150,983	989,773
Dues/registration	-	2,539	-	490	508	125	3,662	11,739	15,401
Duplicating	-	8,660	-	-	-	-	8,660	5,503	14,163
Insurance	6,123	16,620	35,676	62,108	19,859	7,313	147,699	45,537	193,236
Interest	-	423	9,538	48,822	-	278	59,059	118,506	177,565
Meeting and conference	-	-	354	3,255	832	2,862	7,303	1,636	8,939
Miscellaneous expense	670	2,917	120	112,217	6,388	5,102	127,414	30,814	158,228
Miscellaneous taxes	-	-	-	129,976	-	-	129,976	150	130,126
Equipment purchases	14,730	3,421	-	5,376	-	519	24,046	720	24,766
Office expense	43,201	8,735	22,754	10,409	3,513	90	88,702	24,071	112,773
Postage	190	383	28	24	171	-	796	33,927	34,723
Professional fees	1,075	-	4,323	26,930	-	220	32,548	85,753	118,301
Staff development and training	1,868	2,687	825	3,095	121	1,665	10,259	8,781	19,040
Subscriptions	-	-	-	228	-	-	228	180	408
Telephone	5,147	3,727	21,670	19,709	1,930	1,298	53,481	46,594	100,075
Travel	4,715	18,859	11,158	14,784	26,330	249	76,095	1,428	77,523
Vehicle	9,433	-	2,099	24,565	79,216	13,061	128,374	1,420	129,794
Rent	8,000	16,300	-	-	24,595	-	48,895	-	48,895
Space costs	21,837	205,132	456,408	886,317	19,742	25	1,589,461	164,162	1,753,623
Direct client assistance	5,338,825	212,848	11,724,070	11,007	37,540	2,953	17,327,043	-	17,327,043
In-kind expenses	-	89,366	-	-	-	-	89,366	-	89,366
TOTAL FUNCTIONAL EXPENSES BEFORE GENERAL AND MANAGEMENT ALLOCATION	7,051,760	2,826,493	13,349,415	3,070,446	658,791	683,000	27,639,905	2,031,266	29,671,171
Allocation of management and general expenses	518,236	207,720	981,053	225,648	48,415	50,194	2,031,266	(2,031,266)	-
TOTAL FUNCTIONAL EXPENSES	$ 7,569,996	$ 3,034,213	$ 14,330,468	$ 3,296,094	$ 707,206	$ 733,194	$ 29,671,171	$ -	$ 29,671,171

See Notes to Consolidated Financial Statements

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SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED MAY 31, 2023 AND 2022

	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ (469,074)	$ 668,562
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	1,036,769	989,773
Amortization of deferred financing costs	662	662
Loss (gain) on sale of assets	(2,936)	14,836
Loss on investment in limited partnerships	30,052	43,771
Forgiveness of debt	(166,931)	(90,609)
Decrease (increase) in assets:		
Accounts receivable, net	(281,565)	38,041
Prepaid expenses	86,541	(181,362)
Due from related parties	(6,329)	7,572
Security deposits	(11)	(5,243)
(Decrease) increase in liabilities:		
Accounts payable	31,235	(32,551)
Accrued expenses	(71,003)	59,036
Accrued payroll and payroll taxes	(118,385)	109,783
Other current liabilities	8,016	10,118
Refundable advances	(272,835)	789,667
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	(195,794)	2,422,056
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from sale of property	3,301	3,840
Purchase of property	(467,807)	(831,642)
NET CASH USED IN INVESTING ACTIVITIES	(464,506)	(827,802)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from long term debt	8,581	
Repayment of long term debt	(187,127)	(155,683)
NET CASH USED IN FINANCING ACTIVITIES	(178,546)	(155,683)
NET INCREASE (DECREASE) IN CASH AND RESTRICTED CASH	(838,846)	1,438,571
CASH AND RESTRICTED CASH, BEGINNING OF YEAR	4,633,253	3,194,682
CASH AND RESTRICTED CASH, END OF YEAR	$ 3,794,407	$ 4,633,253

See Notes to Consolidated Financial Statements

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SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)
FOR THE YEARS ENDED MAY 31, 2023 AND 2022

	2023	2022
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash paid during the year for interest	$ 171,568	$ 176,903
CASH AND RESTRICTED CASH:		
Cash and cash equivalents	$ 2,237,914	$ 3,153,976
Cash escrow and reserve funds	1,556,493	1,479,277
Total cash and restricted cash	$ 3,794,407	$ 4,633,253
SUPPLEMENTAL DISCLOSURES OF NONCASH INVESTING AND FINANCING ACTIVITIES:		
Property financed by long term debt	$ 227,421	$ 595,015

See Notes to Consolidated Financial Statements

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SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2023 AND 2022

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General

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

Principles of Consolidation

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

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

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Basis of Accounting

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

Basis of Presentation

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

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

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

As of May 31, 2023 and 2022, the Organization had net assets without donor restrictions and with donor restrictions (See **Note 12**).

The financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended May 31, 2022 from which the summarized information was derived.

Estimates

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

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Cash and Cash Equivalents

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

Concentration of Credit Risk

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

Current Vulnerability Due to Certain Concentrations

The Organization is operated in a heavily regulated environment. The operations of the Organization are subject to the administrative directives, rules and regulations of federal, state and local regulatory agencies. Such administrative directives, rules and regulations are subject to change by an act of Congress or Legislature. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the additional administrative burden, to comply with a change. For the years ended May 31, 2023 and 2022, approximately 81%, of the Organization's total revenue was received from government agencies. The future nature of the Organization is dependent upon continued support from the government.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be zero at May 31, 2023 and 2022, respectively. The Organization has no policy for charging interest on overdue accounts.

Refundable Advances

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

In-Kind Donations / Noncash transactions

The Organization records various types of in-kind support including professional services and materials. Contributed professional services are recognized if the service received creates or enhances long-lived assets or requires specialized skill, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. Contributions of tangible assets are recognized at fair value when received. The Organization received $69,852 and $89,366 in donated services and materials for the years ended May 31, 2023 and 2022, respectively (See Note 15).

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Property and Depreciation

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

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

The use of certain assets is specified under the terms of grants received from agencies of the federal government. These grants also place liens on certain assets and impose restrictions on the use of funds received from the disposition of the property. Depreciation expense for the years ended May 31, 2023 and 2022 totaled $1,036,769 and $989,773, respectively.

Advertising

The Organization expenses advertising costs as incurred.

Income Taxes

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

SCS Housing, Inc., SCS Development Corporation, and SCS Housing Development, Inc. are taxed as corporations. SCS Housing Inc. has federal net operating loss carryforwards available for the May 31, 2023 and 2022 tax returns totaling $1,276,789 and $1,252,122, respectively. These loss carryforwards may be offset against future taxable income and, if not used, will begin to expire in 2027. SCS Development Corporation has federal net operating loss carryforwards totaling $509 and $513 at May 31, 2023 and 2022, respectively. These loss carryforwards may be offset against future taxable income and, if not used, will begin to expire in 2023. SCS Housing Development, Inc. has federal net operating loss carryforwards totaling $89,166 and $55,129 at May 31, 2023 and 2022, respectively. These loss carryforwards may be offset against future taxable income and, if not used, will begin to expire in 2035.

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The tax effects of the carryforwards as related to deferred tax assets is as follows as of May 31, 2023 and 2022:

	2023	2022
Tax benefit from loss carryforwards	$ 286,957	$ 274,630
Valuation allowance	(286,957)	(274,630)
Deferred tax asset	$ -	$ -

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

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

Fair Value of Financial Instruments

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

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

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

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

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

Support and Revenue Recognition

Contracts with Customers

Program service 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.

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Private Grant Revenue and Contributions (Support)

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.

Government 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.

Rental Revenue

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

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Functional Allocation of Expenses

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

The costs of providing certain program and supporting services have been directly charged.

The Organization submits an indirect cost rate proposal for the paid leave, fringe benefits and other indirect costs to the U.S. Department of Health and Human services. The indirect cost rate is 12% effective from June 1, 2021 through May 31, 2024.

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; material 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 amendments in this ASU should be applied on a retrospective basis and are effective for annual reporting periods beginning after June 15, 2021. The Organization adopted the provisions of ASU 2020-07 during the year ended May 31, 2023 (See **Note 15**).

In February 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2016-02, Leases (Topic 842), to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the statement of financial position and disclosing key information about leasing arrangements for lessees and lessors. The standard applies a right of use model that requires all leases with a lease term of more than 12 months to recognize an asset representing its right to use the underlying asset for the lease term and liability to make lease payments to be recorded. The adoption of ASU 2016-02 resulted in the recognition of an operating right of use asset of $98,159 and operating lease liability of $98,159 as of May 31, 2023. The adoption of ASU 2016-02 did not have a material impact on the Organization's results of operations and cash flows (See **Note 6**).

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NOTE 2 BANK LINE OF CREDIT

The Organization has a $250,000 revolving line of credit agreement with a bank. Interest is due monthly and is stated at the Wall Street Journal Prime Rate or at a floor rate of 4%. The line is secured by all the Organization's assets. As of May 31, 2023 and 2022, the interest rate was 8.25% and 4%, respectively. There was no outstanding balance at May 31, 2023 and 2022.

NOTE 3 LONG TERM DEBT

The long term debt consisted of the following at May 31:

	2023	2022
1% mortgage payable to New Hampshire Housing in monthly installments for principal and interest of $891 through August 2032. The note is secured by real estate of the Organization (NHH, 96 Main Street).	$ 107,975	$ 117,535
Non-interest bearing mortgage payable to Community Development Finance Authority, in quarterly principal payments based on an operating income formula applied to affordable housing portion of the specified real estate. The note is secured by real estate of the Organization (CDFA, 96 Main Street).	23,589	25,589
Non-interest bearing mortgage payable to New Hampshire Housing. Payment is deferred for 30 years, through September 2031, or until the project is sold or refinanced. The note is secured by real estate of the Organization (NHH, 17 Pearl).	242,708	242,708
Non-interest bearing mortgage payable to New Hampshire Housing. Payment is deferred for 30 years, through July 2032, unless there is surplus cash from which to make a payment, or until the project is sold or refinanced. The note is secured by real estate of the Organization (NHH, 41-43 Central).	376,066	376,066

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	2023	2022
4.25% mortgage payable to a bank in monthly installments for principal and interest of $1,875 through December 2016, with a balloon payment that was due January 2017. The note was amended during the year ended May 31, 2019, and is now due December 2026. Under the amendment, the interest rate is 4.94% and monthly installments for principal and interest are $1,957. The note is secured by real estate of the Organization (People's United Bank, Milestones).	75,268	94,456
4.375% note payable to Rural Housing Service in monthly installments for principal and interest of $11,050 through May 2049. The note is secured by real estate of the Organization (TD Bank, Keene Office).	2,053,855	2,095,301
Non-interest bearing note payable to Cheshire County in New Hampshire. Payment is not necessary unless Organization defaults on the contract. The note is secured by real estate of the Organization (CDBG, Keene Office).	460,000	460,000
Note payable to a bank in monthly installments for principal and interest of $2,463 (including interest through May 2039. Interest is adjusted every five years based on remaining principal balance and "Classic Advantage Rate" provided by Federal Home Loan Bank of Boston which resulted in an interest rate of 4.67% at May 31, 2023 and 2022. The note is secured by real estate of the Organization (TD Bank, Keene Office/Community Way).	348,687	362,931
Non-interest bearing note payable to the United States Department of Housing and Urban Development. No payment is due and beginning in January 2015, 10% of the note is forgiven each year providing the property is used for low-income housing through January 2025. The note is secured by real estate of the Organization (HUD, Ashuelot).	25,000	50,000

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	2023	2022
Non-interest bearing note payable to the United States Department of Housing and Urban Development. No payment is due and beginning in January 2015 10% of the note is forgiven each year providing the property is used for low income housing through January 2025. The note is secured by real estate of the Organization (HUD, 112 Charlestown Road).	15,000	30,000
Non-interest bearing note payable to New Hampshire Housing in annual payments in the amount of 50% of annual surplus cash through July 2042 at which time the remaining balance is due. The note is secured by real estate of the Organization (NHH, Second Chance).	794,189	794,189
Non-interest bearing note payable to a county in New Hampshire. No payment is due and 5% of the balance is forgiven each year through 2032 when the remaining balance becomes due. The note is secured by real estate of the Organization (CDBG, Second Chance).	281,406	296,217
Non-interest bearing note payable to a county in New Hampshire, relating to an agreement between the City of Keene and SCS for the purpose of renovating Keene shelters. In total, SCS will receive $472,000 from CDBG. The agreement was amended during the year ended May 31, 2023 to increase the total loan to $784,021. SCS will receive the funds as progress is made. The note is secured by real estate of the Organization and will be fully forgiven providing the facility serves low- and moderate-income individuals for 20 years (Keene Shelters).	761,210	629,280
5.54% note payable to a finance company in monthly installments for principal and interest of $543 through August 2022. The note was paid in full during the year ended May 31, 2023. The note was secured by a vehicle (Ally, Econoline Van).	-	1,581

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	2023	2022
2.99% note payable to a bank in monthly installments for principal and interest of $820 through May 2031. The note is secured by real estate of the Organization (Savings Bank of Walpole, 45 Central Street).	69,327	76,974
Non-interest bearing note payable to the City of Keene, New Hampshire. The note expired in June 2022, and payment was not necessary unless the Organization defaults on contract. The note was forgiven during the year ended May 31, 2023. The note was secured by real estate of the Organization (City of Keene, 139 Roxbury Street).	-	77,100
Non-interest bearing note payable to the City of Keene, New Hampshire, with an original balance of $240,000 reduced to $204,000 when the Organization acquired the note from Keene Housing in July 2020. No payment is due and 5% of the balance is forgiven each year through June 2037. The note is secured by real estate of the Organization (City of Keene, 139 Roxbury Street).	180,000	192,000
3.575% note payable to a finance company in monthly installments for principal and interest of $650 through September 2026. The note is secured by a vehicle (Leaf, Dodge Ram).	23,914	30,888
3.75% note payable to a finance company in monthly installments for principal and interest of $530 through November 2026. The note is secured by a vehicle (Leaf, Promaster Van).	20,166	25,960
4.373% note payable to a finance company in monthly installments for principal and interest of $534 through December 2026. The note is secured by a vehicle (Leaf, Promaster Van).	20,766	26,576
6.04% note payable to a finance company in monthly installments for principal and interest of $626 through June 2027. The note is secured by a vehicle (Leaf, Promaster Van).	26,649	

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	2023	2022
5.64% note payable to a finance company in monthly installments for principal and interest of $621 through July 2027. The note is secured by a vehicle (Leaf, Promaster Van).	26,836	-
5.88% note payable to a finance company in monthly installments for principal and interest of $631 through September 2027. The note is secured by a vehicle (Leaf, Promaster Van).	28,337	-
Troy Senior - Non-interest bearing note payable to a county in New Hampshire. Payments are deferred until the note matures in June 2029. The note is secured by real estate of the Organization (CDBG).	640,000	640,000
Troy Senior - Non-interest bearing note payable to New Hampshire Housing Finance Authority to fund energy efficient improvements through the Authority's Greener Homes Program. Payment is deferred for 30 years, through August 2042. The note is secured by real estate of the Organization (NHH).	140,210	140,210
Keene East Side - Non-interest bearing note payable to a county in New Hampshire. Payments are deferred until the note matures in December 2028. The note is secured by real estate of the Organization (CDBG).	900,000	900,000
Keene East Side - Non-interest bearing note payable to New Hampshire Community Development Finance Authority (CDFA) to fund energy upgrades and capital improvements. Beginning in 2016, 10% of the note is forgiven each year based on the rolling balance. The mortgage may be released after ten years in January 2026. The note is secured by real estate of the Organization (CDFA).	93,821	116,841

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	2023	2022
Keene East Side - Non-interest bearing note payable to New Hampshire Housing to fund energy efficient improvements through the Authority's Greener Homes Program. Payment is deferred for 30 years, through August 2042. The note is secured by real estate of the Organization (NHH).	228,934	228,934
Swanzey - Non-recourse, 4.90% simple interest mortgage note payable to the New Hampshire Housing (HOME), due September, 2033, principal and interest payable at the sole discretion of the lender from the excess cash of the borrower determined by formula, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage.	293,634	286,530
Swanzey - Non-recourse mortgage note payable to New Hampshire Housing (AHF), due September 2043, payable in monthly installments of $1,698, including interest at 2.35% secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 40 year term of the mortgage.	328,879	341,364
Snow Brook - Non-recourse, mortgage note payable to New Hampshire Housing, due July 2057, payable in monthly installments of $2,002 including interest at 4.35%, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage.	426,517	431,859
Snow Brook - Non-recourse, zero interest mortgage note payable to New Hampshire Housing (AHF), due June 2034, principal and interest payable at the sole discretion of the lender from the excess cash of the borrower, determined by formula, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage.	229,826	237,173

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	2023	2022
Winchester - Non-recourse mortgage note payable to New Hampshire Housing (AHF), due May 2032, payable in monthly installments of $370, including interest at 2.00%, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage note (NHH).	36,178	39,850
Winchester - Non-recourse, zero interest bearing mortgage note payable to New Hampshire Housing (FAF), due May 2032, payable at the sole discretion of the lender from the excess cash of the borrower, determined by formula, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30-year term of the mortgage note (NHH).	75,836	77,452
Winchester - Non-recourse, zero interest bearing, direct subsidy AHP loan secured by the Partnership's land and buildings, subject to low-income housing restrictions under the terms of the AHP agreement. In the event of a default under the aforementioned agreement, the loan is due upon demand with interest accrued at a rate of 11.67% for the period the funds were outstanding (Federal Home Loan Bank).	150,000	150,000
Keene Highland - Non-recourse mortgage note payable to New Hampshire Housing (AHF), due August 2035, payable in monthly installments of $3,122, including interest at 2.90%, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage note (NHH).	383,653	409,579
Keene Highland - 30 year, zero interest, non-recourse deferred mortgage note payable to the City of Keene, New Hampshire due June 2035, payment of principal is deferred until the due date, secured by land and buildings (City of Keene).	915,000	915,000

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	2023	2022
Warwick - 30 year, zero interest, non-recourse deferred mortgage note payable to the Town of Winchester, New Hampshire due August 2036, payment of principal is deferred until the due date, secured by land and buildings (Town of Winchester).	500,000	500,000
Total long term debt before unamortized deferred financing costs	11,303,436	11,420,143
Unamortized deferred financing costs	(16,295)	(16,957)
	11,287,141	11,403,186
Less current portion due within one year	183,158	159,974
	$ 11,103,983	$ 11,243,212

The schedule of maturities of long term debt at May 31, 2023 is as follows:

Year Ending May 31	Amount
2024	$ 183,158
2025	190,399
2026	197,955
2027	180,203
2028	146,598
Thereafter	10,405,123
Total	$ 11,303,436

NOTE 4 ECONOMIC INJURY DISASTER LOAN

During June 2020, the Organization received an Economic Injury Disaster Loan (EIDL) from the Small Business Administration with proceeds in the amount of $150,000. The EIDL is payable over 30 years at an interest rate of 2.75% with a deferral of payments for 30 months from the date of the note. Installments, including principal and interest, of $641 monthly begin in December 2022. The balance of principal and interest will be payable in December 2052. The loan is secured by the Small Business Administration. The balance outstanding on the loan at May 31, 2023 and 2022 is $148,651 and $150,000, respectively.

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The scheduled maturities of the EIDL as of May 31, 2023 were as follows:

Year Ending May 31	Amount
2024	$ 3,685
2025	3,788
2026	3,893
2027	4,001
2028	4,113
Thereafter	129,171
Total	$ 148,651

NOTE 5 FORGIVENESS OF DEBT

During the years ended May 31, 2023 and 2022, the Organization realized forgiveness of debt income in connection with notes payable to Community Development Block Grant, HUD and Community Development Finance Authority. Forgiveness of debt income totaled $166,931 and $90,609 for the years ended May 31, 2023 and 2022, respectively.

NOTE 6 OPERATING LEASES

On June 1, 2022, the Organization was required to adopt ASU 2016-02, *Leases (Topic 842)*. As part of implementing ASU 2016-02, the Organization evaluated current contracts to determine which met the criteria of a lease. The right of use (ROU) assets represent the Organization's right to use underlying assets for the lease term, and the lease liabilities represent the Organization's obligation to make lease payments arising from these leases. The ROU assets and lease liabilities, all of which arise from operating leases, were calculated based on the present value of future lease payments over the lease terms. The Organization has elected to discount future cash flows at the risk free borrowing rates commensurate with the lease terms, which was 1.80% at June 1, 2022. Common expenses, classified as occupancy costs in the accompanying financial statements, are considered a non-lease component under FASB ASC 842 and are recognized as costs are incurred. The Organization's operating leases are described below:

The Organization leases facilities, equipment and vehicles under non-cancelable lease agreements at various financial institutions. Lease periods range from month to month to 2028. Monthly lease payments range from $470 to $4,050. Lease expense for the years ended May 31, 2023 and 2022 totaled $143,725 and $156,230, respectively.

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The Organization elected to use the risk free rate of 1.80% on all operating leases. The weighted average discount rate is 1.80%, the weighted average remaining lease term for operating lease obligations is 2.66 years.

Future minimum payments as of May 31, 2023 on the above leases are as follows:

Year Ending May 31	Amount
2024	$ 32,364
2025	32,945
2026	23,379
2027	12,427
	101,115
Less imputed interest	2,956
Total	$ 98,159

NOTE 7 ACCRUED COMPENSATED BALANCES

At May 31, 2023 and 2022, the Organization accrued a liability for future annual leave time that its employees had earned and vested in the amount of $149,156 and $143,703, respectively.

NOTE 8 CONTINGENCIES

Southwestern Community Services, Inc. is the 100% owner of SCS Housing, Inc. and SCS Housing Development, Inc. SCS Housing, Inc. and SCS Housing Development, Inc. are the general partners of eight limited partnerships formed to develop low-income housing projects through the use of Low Income Housing Tax Credits. Southwestern Community Services, Inc., SCS Housing, Inc. and SCS Housing Development, Inc. have guaranteed repayment of liabilities of various partnerships totaling approximately $11,650,000 and $11,760,000 at May 31, 2023 and 2022, respectively.

Partnership real estate with a cost basis of approximately $27,360,000 and $27,348,000 at May 31, 2023 and 2022, respectively, provides collateral on these loans.

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

No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed by government audits as of May 31, 2023 and 2022.

NOTE 9 RELATED PARTY TRANSACTIONS

During the years ended May 31, 2023 and 2022, SCS Housing, Inc. managed nine limited partnerships. Management fees charged by SCS Housing, Inc. totaled $243,847 and $237,822 for the years ended May 31, 2023 and 2022, respectively. Additionally, SCS Housing, Inc. has advanced the limited partnerships funds for cash flow purposes over several years.

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

The total amounts due and expected to be collected from the limited partnerships and related entities totaled $53,895 and $47,566 at May 31, 2023 and 2022, respectively.

NOTE 10 EQUITY INVESTMENT

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

	2023	2022
Cityside Housing Associates, LP	$ (9,522)	$ (9,516)
Marlborough Homes, LP	(73)	(57)
Payson Village Senior Housing Associates, LP	(12,553)	(12,539)
Railroad Square Senior Housing Associates, LP	(2,643)	(2,436)
Woodcrest Drive Housing Associates, LP	107,416	137,205
Westmill Senior Housing, LP	20	34
Alstead Senior Housing Associates, LP	(18,467)	(18,461)
	$ 64,178	$ 94,230

SCS Housing Development, Inc. is a 0.01% partner of Cityside Housing Associates, LP, Marlborough Homes, LP, Payson Village Senior Housing Associates, LP, Warwick Meadows Housing Associates, LP, Woodcrest Drive Housing Associates, LP, and Alstead Senior Housing Associates, LP, a 0.10% partner of Railroad Square Senior Housing Associates, LP, and a 1% partner of Westmill Senior Housing, LP during the years ended May 31, 2023 and 2022.

SCS Housing, Inc. is a 0.01% partner of Winchester Senior Housing Associates, LP, Swanzey Township Housing Associates, LP, Snow Brook Meadow Village Housing Associates, LP, and Keene Highland Housing Associates, LP during the years ended May 31, 2023 and 2022.

Summarized financial information for entities accounted for under the equity method, as of May 31, 2023 and 2022, consists of the following:

	2023	2022
Total assets	$ 49,327	$ 51,204
Total liabilities	14,694	14,923
Capital/Member's equity	34,632	36,281
	$ 49,327	$ 51,204
Income	$ 3,576	$ 3,306
Expenses	4,975	4,713
Net loss	$ (1,399)	$ (1,407)

NOTE 11 RETIREMENT PLAN

The Organization maintains a tax-sheltered annuity plan under the provisions of Section 403(b) of the Internal Revenue Code. All employees who have had at least 30 days of service to the Organization are eligible to contribute to the plan. The Organization begins matching contributions after the employee has reached one year of service. Employer contributions are at the Organization's discretion and totaled $349,285 and $310,304 for the years ended May 31, 2023 and 2022, respectively.

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NOTE 12 RESTRICTIONS ON NET ASSETS

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

	2023	2022
GAPS/Warm Fund	$ 116,369	$ 108,508
Transport	-	20,000
HS Parents Association	7,023	5,844
Total net assets with donor restrictions	$ 123,392	$ 134,352

NOTE 13 BOARD DESIGNATED NET ASSETS

The board designates a portion of the unrestricted net assets for WM Marcello GAPS funds. There was $12,951 and $12,792 designated by the board at May 31, 2023 and 2022, respectively.

NOTE 14 LIQUIDITY AND AVAILABILITY

The following represents Southwestern Community Services, Inc. and related companies' financial assets as of May 31, 2023 and 2022:

	2023	2022
Financial assets at year end:		
Cash and cash equivalents	$ 2,237,914	$ 3,153,976
Accounts receivable, net	2,027,517	1,745,952
Due from related party	53,895	47,566
Cash escrow and reserve funds	1,556,493	1,479,277
Total financial assets	5,875,819	6,426,771
Less amounts not available to be used within one year:		
Due from related party	(53,895)	(47,566)
Reserve funds	(1,556,493)	(1,479,277)
Total amounts not available within one year	(1,610,388)	(1,526,843)
Financial assets available to meet general expenditures over the next twelve months	$ 4,265,431	$ 4,899,928

The Organization has a goal to maintain unrestricted cash on hand to meet 30 days of normal operating expenditures, which are, on average, approximately $2,320,000 and $2,350,000 at May 31, 2023 and 2022, respectively. The Organization has a $250,000 line of credit available to meet cash flow needs.

NOTE 15 IN-KIND CONTRIBUTIONS/SERVICES

The Organization records the value of in-kind contributions according to the accounting policies described in Note 1.

The fair value of gifts in kind included contributions in the financial statements and the corresponding program expenses for the year ended May 31, 2023, is as follows:

Volunteer hours	
Head Start and Early Head Start	$ 69,852
Total	$ 69,852

NOTE 16 RECLASSIFICATION

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

NOTE 17 SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through January 24, 2024, the date the financial statements were available to be issued.

Subsequent to year end, on June 29, 2023, Southwestern Community Services finalized the sale of the property named Drewsville Carriage House Associates Limited Partnership, at 4 Common Road, 27 old Cheshire Turnpike, for gross proceeds of $450,000.

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SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES
CONSOLIDATED SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
FOR THE YEAR ENDED MAY 31, 2023

	Home Energy Programs	Education and Nutrition	Homeless Programs	Housing Services	Economic Development Services	Other Programs	Total Program	Management and General	2023 Total
REVENUES AND OTHER SUPPORT									
Government contracts	$ 9,381,673	$ 3,512,407	$ 9,284,458	$ 4,217	$ 509,801	$ 122,528	$ 22,815,084	$ 592,307	$ 23,407,391
Program service fees	622,718	-	182,240	727,503	-	948,499	2,480,960	-	2,480,960
Rental income	-	-	70,369	1,779,682	-	-	1,850,051	23,175	1,873,226
Support	136,476	44,743	255,918.00	3,500	130,414	143,845	714,894	252	715,146
Sponsorship	-	2,269	-	-	-	5,928	8,197	-	8,197
Interest income	1,031	837	2,401	4,042	91	2,522	10,924	7,311	18,235
Forgiveness of debt	-	-	143,911	23,020	-	-	166,931	-	166,931
Miscellaneous	4,543	3,480	12,123	60,276	-	-	80,422	24,320	104,742
In-kind contributions	-	69,852	-	-	-	-	69,852	-	69,852
Total revenues and other support	$ 10,146,441	$ 3,633,588	$ 9,951,418	$ 2,602,240	$ 640,306	$ 1,223,322	$ 28,197,315	$ 647,365	$ 28,844,680
EXPENSES									
Payroll	$ 694,298	$ 1,847,987	$ 633,731	$ 625,222	$ 353,418	$ 441,854	$ 4,596,510	$ 918,734	$ 5,515,244
Payroll taxes	57,891	151,663	50,582	49,028	30,751	36,239	376,154	67,510	443,664
Employee benefits	132,466	360,268	144,229	212,369	35,364	128,121	1,012,817	163,746	1,176,563
Retirement	35,253	105,574	38,176	44,702	15,838	26,598	266,141	83,144	349,285
Advertising	3,510	7,035	1,706	3,611	2,333	-	18,195	1,524	19,719
Bank charges	10	-	23	4,175	-	-	4,208	8,243	12,451
Computer cost	22,147	21,189	21,646	28,550	19,001	-	112,533	147,767	260,300
Contractual	751,082	15,648	35,804	21,229	32,679	11,039	867,481	117,724	985,205
Depreciation	-	28,665	159,460	692,182	-	7,700	888,207	148,562	1,036,769
Dues/registration	-	4,480	-	1,080	468	267	6,295	11,110	17,405
Duplicating	1,469	12,587	-	-	-	-	14,056	16,742	30,798
Insurance	13,455	16,378	38,947	70,125	19,755	9,030	167,690	44,378	212,068
Interest	-	3,940	5,205	54,004	-	428	63,577	108,653	172,230
Meeting and conference	13,891	156	896	3,982	4,153	901	23,959	15,367	39,326
Miscellaneous expense	1,205	2,599	45	130,108	13,041	1,164	148,162	36,401	184,563
Miscellaneous taxes	-	-	-	122,213	-	-	122,213	451	122,664
Equipment purchases	7,732	3,636	-	7,983	-	-	19,351	590	19,941
Office expense	66,290	12,574	31,714	12,403	10,330	1,830	135,141	33,063	168,204
Postage	1,378	226	176	123	484	-	2,387	37,767	40,154
Professional fees	2,825	-	8,559	32,542	-	-	41,926	99,770	141,696
Staff development and training	10,191	1,323	1,065	6,558	1,760	1,228	22,125	24,323	46,448
Subscriptions	-	-	-	115	-	-	115	327	442
Telephone	7,081	4,984	29,729	19,282	1,771	1,898	64,745	60,155	124,900
Travel	7,440	19,611	128,830	10,111	38,103	-	204,095	6,650	210,745
Vehicle	15,962	551	1,653	25,000	83,361	7,639	134,166	772	134,938
Rent	19,200	13,900	-	-	-	-	33,100	-	33,100
Space costs	18,019	244,532	554,835	922,645	15,968	-	1,755,999	160,957	1,916,956
Direct client assistance	8,012,822	140,913	7,532,435	14,183	52,443	2,284	15,755,080	45,928	15,801,008
In-kind expenses	-	69,852	-	-	-	-	69,852	-	69,852
TOTAL FUNCTIONAL EXPENSES BEFORE MANAGEMENT AND GENERAL ALLOCATION	9,895,817	3,090,471	9,417,448	3,113,505	731,021	678,220	26,926,280	2,360,358	29,286,638
Allocation of management and general expenses	867,450	270,911	825,533	272,930	64,081	59,453	2,360,358	(2,360,358)	-
TOTAL FUNCTIONAL EXPENSES	$ 10,763,067	$ 3,361,382	$ 10,242,979	$ 3,386,435	$ 795,102	$ 737,673	$ 29,286,638	$ -	$ 29,286,638

See Independent Auditors' Report

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SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES

FOR THE YEAR ENDED MAY 31, 2022

	Home Energy Programs	Education and Nutrition	Homeless Programs	Housing Services	Economic Development Services	Other Programs	Total Program	Management and General	2022 Total
REVENUES AND OTHER SUPPORT									
Government contracts	$ 6,681,798	$ 3,398,274	$ 12,826,412	$ 4,791	$ 714,196	$ 225,735	$ 23,951,204	$ 602,370	$ 24,553,574
Program service fee	1,183,537	-	93,555	781,640	-	946,475	2,985,407	6,000	2,991,407
Rental income	-	-	84,046	1,713,405	-	-	1,797,451	20,185	1,817,636
Support	68,298	14,491	254,636	-	191,342	120,408	649,175	20,000	669,175
Sponsorship	-	-	-	-	-	28,520	28,520	-	28,520
Interest income	7	2	153	302	56	54	574	525	1,099
Forgiveness of debt	-	-	67,590	23,019	-	-	90,609	-	90,609
Miscellaneous	10,270	1,033	9,973	86,670	33,651	-	141,797	15,157	156,954
In-kind contributions	-	89,366	-	-	-	-	89,366	-	89,366
Total revenues and other support	$ 7,923,908	$ 3,503,166	$ 13,436,365	$ 2,610,227	$ 939,245	$ 1,321,192	$ 29,734,103	$ 664,237	$ 30,398,340
EXPENSES									
Payroll	$ 551,449	$ 1,553,713	$ 601,469	$ 672,177	$ 340,079	$ 416,924	$ 4,135,811	$ 856,748	$ 4,992,559
Payroll taxes	45,132	127,557	49,849	51,549	30,490	35,545	340,122	68,379	408,501
Employee benefits	137,544	387,109	140,322	217,637	27,775	137,184	1,047,571	101,743	1,149,314
Retirement	31,440	95,676	32,687	49,044	16,083	18,580	243,710	66,594	310,304
Advertising	1,066	12,573	428	7,537	8,801	-	30,405	5,120	35,525
Bank Charges	35	-	663	4,650	-	-	5,348	9,701	15,049
Computer cost	307	15,754	13,319	8,001	14,818	-	52,199	127,747	179,946
Contractual	828,975	15,256	87,421	26,033	-	35,197	992,882	63,330	1,056,212
Depreciation	-	26,438	134,036	674,506	-	3,810	838,790	150,983	989,773
Dues/registration	-	2,539	-	490	508	125	3,662	11,739	15,401
Duplicating	-	8,860	-	-	-	-	8,860	5,503	14,163
Insurance	6,123	16,620	35,676	62,108	19,859	7,313	147,699	45,537	193,236
Interest	-	423	9,536	48,822	-	278	59,059	118,506	177,565
Meeting and conference	-	-	354	3,255	832	2,862	7,303	1,636	8,939
Miscellaneous expense	670	2,917	120	112,217	6,388	5,102	127,414	30,814	158,228
Miscellaneous taxes	-	-	-	129,976	-	-	129,976	150	130,126
Equipment purchases	14,730	3,421	-	5,378	-	519	24,046	720	24,766
Office expense	43,201	8,735	22,754	10,409	3,513	90	88,702	24,071	112,773
Postage	190	383	28	24	171	-	796	33,927	34,723
Professional	1,075	-	4,323	26,930	-	220	32,548	85,753	118,301
Staff development and training	1,866	2,687	825	3,095	121	1,665	10,259	8,781	19,040
Subscriptions	-	-	-	228	-	-	228	180	408
Telephone	5,147	3,727	21,670	19,709	1,930	1,298	53,481	46,594	100,075
Travel	4,715	18,859	11,158	14,784	26,330	249	76,095	1,428	77,523
Vehicle	9,433	-	2,099	24,565	79,216	13,061	128,374	1,420	129,794
Rent	8,000	16,300	-	-	24,595	-	48,895	-	48,895
Space costs	21,837	205,132	456,408	888,317	19,742	25	1,589,461	164,162	1,753,623
Direct client assistance	5,338,825	212,648	11,724,070	11,007	37,540	2,953	17,327,043	-	17,327,043
In-kind expenses	-	89,366	-	-	-	-	89,366	-	89,366
TOTAL FUNCTIONAL EXPENSES BEFORE GENERAL AND MANAGEMENT ALLOCATION	7,051,760	2,826,493	13,349,415	3,070,446	658,791	683,000	27,639,905	2,031,266	29,671,171
Allocation of management and general expenses	518,236	207,720	981,053	225,648	48,415	50,194	2,031,266	(2,031,266)	-
TOTAL FUNCTIONAL EXPENSES	$ 7,569,996	$ 3,034,213	$ 14,330,468	$ 3,296,094	$ 707,206	$ 733,194	$ 29,671,171	$ -	$ 29,671,171

See Independent Auditors' Report

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SOUTHWESTERN COMMUNITY SERVICES, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED MAY 31, 2023

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	ASSISTANCE LISTING NUMBER	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S NUMBER		FEDERAL EXPENDITURE	
U.S. Department of Agriculture						
Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)	10.557	State of NH, Department of Health & Human Services	010-090-52600000-500589			$ 369,773
Child and Adult Care Food Program	10.558	State of NH, Department of Education	Unknown			119,162
Food Distribution Cluster						
Commodity Supplemental Food Program	10.565	Community Action Program Belknap-Merrimack Counties	Unknown	$	14,416	
Commodity Supplemental Food Program (Food Commodities)	10.565	Community Action Program Belknap-Merrimack Counties	Unknown		102,824	107,240
Total U.S. Department of Agriculture						$ 596,175
U.S. Department of Housing and Urban Development						
Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii	14.228	City of Keene	19-038-CDPF	$	544,798	
COVID-19 Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii	14.228	City of Claremont	45 Central Street		112,367	$ 657,165
Emergency Solutions Grant Program	14.231	State of NH, DHHS, Bureau of Housing Supports	10-042-79270000-102-500731	$	240,733	
COVID-19 Emergency Solutions Grant Program	14.231	State of NH, DHHS, Bureau of Housing Supports	10-042-79270000-102-500731		37,684	278,417
Supportive Housing Program	14.235	State of NH, DHHS, Bureau of Housing Supports	10-042-79270000-074-500589			187,971
Shelter Plus Care	14.238	State of NH, DHHS, Bureau of Housing Supports	10-042-79270000-074-500589			305,243
Continuum of Care Program	14.267	State of NH, DHHS, Bureau of Housing Supports	10-042-79270000-074-500589		220,467	
Continuum of Care Program	14.267	State of NH, DHHS, Bureau of Housing Supports	10-042-79270000-074-500589		85,407	
Continuum of Care Program	14.267	State of NH, DHHS, Bureau of Housing Supports	10-042-79270000-074-500589		132,233	438,107
Total U.S. Department of Housing and Urban Development						$ 1,866,903
U.S. Department of Transportation Federal Transit Administration (FTA)						
Formula Grants for Rural Areas	20.509	State of NH, Department of Transportation	04-96-96-964010-2916			$ 381,464
Transit Services Programs Cluster						
Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	State of NH, Department of Transportation	04-96-96-964010-2916			92,381
Total U.S. Department of Transportation Federal Transit Administration (FTA)						$ 473,845

See Notes to Schedule of Expenditures of Federal Awards

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SOUTHWESTERN COMMUNITY SERVICES, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE YEAR ENDED MAY 31, 2023

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	ASSISTANCE LISTING NUMBER	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S NUMBER	FEDERAL EXPENDITURE	
U.S. Department of Treasury					
Emergency Rental Assistance Program	21.023	New Hampshire Housing	ERA1, ERA2	$ 7,263,277	
Emergency Rental Assistance Program	21.023	New Hampshire Housing	00FRF802PH9529A	130,000	7,393,277
Coronavirus State and Local Fiscal Recovery Funds	21.027	New Hampshire Housing	Emergency Temporary Housing		62,710
Total U.S. Department of Treasury					$ 7,455,987
U.S. Department of Energy					
Weatherization Assistance for Low-Income Persons	81.042	State of NH, Department of Energy	02-52-52-520010-33560000-074-500587	$ 232,735	
Weatherization Assistance for Low-Income Persons	81.042	State of NH, Department of Energy	02-52-52-520010-XXXX0000-074-500587	130,446	$ 363,181
Total U.S. Department of Energy					$ 363,181
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, Department of Energy	02-52-52-520010-33540000-074-500587	$ 811	
Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	93.044	State of NH, DHHS, Bureau of Elderly & Adult Services	48030315	57,087	$ 57,898
Grants to States to Support Oral Health Workforce Activities	93.236	State of NH, DHHS, NH Medicaid	1008368		373
Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises	93.391	State of NH, DHHS, Division of Public Health Services	90577150		97,445
Low Income Household Water Assistance Program	93.499	State of NH, Department of Energy	02-52-52-52010-19880000-500587, 02-52-52-52010-24520000-500587		229,492
Low Income Home Energy Assistance (Fuel Assistance)	93.568	State of NH, Department of Energy	02-052-052-52010-33540000	6,709,925	
Low Income Home Energy Assistance (BWP)	93.568	State of NH, Department of Energy	02-52-52-520010-33540000-074-500587	135,169	
COVID-19 Low Income Home Energy Assistance	93.568	State of NH, Department of Energy	02-052-052-520010-24490000	1,579,232	
ARPA Low Income Home Energy Assistance (BWP)	93.568	State of NH, Department of Energy	02-052-052-520010-24490000-074-500587	16,383	8,440,709
Community Services Block Grant	93.569	State of NH, DHHS, Div. of Family Assistance	45012170	402,239	
COVID-19 Community Services Block Grant	93.569	State of NH, DHHS, Division of Economic & Housing Stability	500731	114,705	516,944
Community Services Block Grant - Discretionary	93.570	State of NH, DHHS, Div. of Family Assistance	Unknown		22,652

See Notes to Schedule of Expenditures of Federal Awards

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SOUTHWESTERN COMMUNITY SERVICES, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED MAY 31, 2023

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	ASSISTANCE LISTING NUMBER	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S NUMBER	FEDERAL EXPENDITURE	
U.S. Department of Health & Human Services (continued)					
Head Start Cluster					
Head Start	93.600	Direct Funding	01CH011494	$ 2,424,089	
COVID-19 Head Start	93.600	Direct Funding	01CH011494	177,773	$ 2,601,862
Total U.S. Department of Health & Human Services					$ 11,967,375
U.S. Department of Homeland Security					
Emergency Food and Shelter National Board Program	97.024	State of NH, DHHS, Office of Human Services	Unknown		$ 1,548
Total U.S. Department of Homeland Security					$ 1,548
TOTAL					$ 22,725,014

See Notes to Schedule of Expenditures of Federal Awards.

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SOUTHWESTERN COMMUNITY SERVICES, INC.

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE YEAR ENDED MAY 31, 2023

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Southwestern Community Services, Inc. under programs of the federal government for the year ended May 31, 2023. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Southwestern Community Services, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

NOTE 3 INDIRECT COST RATE

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

NOTE 4 FOOD DONATION

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

NOTE 5 SUBRECIPIENTS

Southwestern Community Services, Inc. had no subrecipients for the year ended May 31, 2023.

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

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

To the Board of Directors of
Southwestern Community Services, Inc.

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of Southwestern Community Services, Inc. (a New Hampshire nonprofit corporation) and related companies, which comprise the consolidated statement of financial position as of May 31, 2023, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated January 24, 2024.

Report on Internal Control Over Financial Reporting

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

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's consolidated financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

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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.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Southwestern Community Services, Inc.'s consolidated financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the consolidated 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

Wolfeboro, New Hampshire
January 24, 2024

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

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

To the Board of Directors of
Southwestern Community Services, Inc.:

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Southwestern Community Services, Inc.'s (a New Hampshire nonprofit corporation) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Southwestern Community Services, Inc.'s major federal programs for the year ended May 31, 2023. Southwestern Community Services, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, Southwestern Community Services, Inc. complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended May 31, 2023.

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 Southwestern Community Services, Inc. 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 Southwestern Community Services, Inc.'s compliance with the compliance requirements referred to above.

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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 Southwestern Community Services, Inc.'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 Southwestern Community Services, Inc.'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 Southwestern Community Services, Inc.'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 Southwestern Community Services, Inc.'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 Southwestern Community Services, Inc.'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 Southwestern Community Services, Inc.'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.

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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 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

Wolfeboro, New Hampshire
January 24, 2024

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SOUTHWESTERN COMMUNITY SERVICES, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED MAY 31, 2023

SUMMARY OF AUDITORS' RESULTS

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

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

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

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

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

6. Audit findings that are required to be reported in accordance with 2 CFR section 200.516(a) are reported in this Schedule.

7. The programs tested as major programs were: U.S. Department of Treasury, Emergency Rental Assistance Program, ALN 21.023; and U.S. Department of Energy, Weatherization Assistance for Low-Income Persons, ALN 81.042.

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

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

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

None

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SOUTHWESTERN COMMUNITY SERVICES, INC.

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED MAY 31, 2023

FINDINGS – FINANCIAL STATEMENT AUDIT

SIGNIFICANT DEFICIENCY

2022-001 – Lack of accurate and timely reconciliations

Condition: There was a delay in accurate account reconciliations at May 31, 2022.

Recommendation: Internal control policies and procedures should be followed throughout the year to ensure accurate and timely reconciliations.

Current Status: The Organization has made improvements to their internal control policies and appears to be following the policies as designed.

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Southwestern Community Services, Inc.
Board of Directors - 2024 Composition

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

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Beth Daniels

Experience

Southwestern Community Services, Inc., Keene, NH

Chief Executive Officer 07/2021 – Present

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

Chief Operating Officer 03/2016 – 07/2021

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

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

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

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

Second Start, Concord, NH

Career Development Specialist 11/2004 – 03/2006

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

Southwestern Community Services, Inc., Keene, NH

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

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

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

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

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Education and Training

Leadership Monadnock 2016

Grant Writing Workshop 05/2012
Cheshire County

Nonviolent Crisis Intervention 2012
Crisis Prevention Institute, Inc.

Leadership Training 2010-2011
Tad Dwyer Consulting

Criticism & Discipline Skills for Managers 11/2007
CareerTrack

How to Supervise People 11/2007
CareerTrack

Career Development Facilitator Training 09/2005
National Career Development Association
120-hour NCDA training

Certified Workforce Development Specialist 06/2005
National Association of Workforce Development Professionals

Infection Control & Bloodborne Pathogens 01/2003
Home Health Care

Bachelor of Arts in Human Services 05/2002
Franklin Pierce College
Graduated cum laude

Projects/Appointments

Current Board Member, Monadnock Collaborate

Current Member, Executive Committee, Leadership Council for Healthy Monadnock

Current Member, Sullivan Count Public Health Advisory Council

Created Emerging Leaders Program, SCS

References Available

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KAREN J. WILBER

[redacted]

Service-oriented professional with extensive experience in customer service, accounts receivable, collections, public speaking, weight loss coaching, and inbound sales.

Detail oriented with excellent communication and time management skills.

Proficient with Google and Microsoft Office products.

EXPERIENCE

5 Months **Southwestern Community Services, WIC** **Keene, NH**

WIC Operations Manager

- Nutrition Counseling
- Check eligibility criteria.
- Certifying participants
- Outreach
- Budget review
- Oversee WIC staff
- Communicate with participants via email, text, phone, or in-person.
- Train new staff.

3 Years **Cheshire Animal Hospital** **Keene, NH**

Accounts Receivable Manager/OSHA Coordinator/Veterinary Receptionist

- Triage incoming patients.
- Schedule and confirm appointments for a four doctor practice.
- Fill prescriptions.
- Process prescription authorizations for online pharmacy.
- Monitor and process requests from clients via Pet Desk App.
- Program and maintain NEC SL2100 telephone system.
- Receive payments and post amounts paid to customer accounts.
- Review Accounts Receivable.
- Answer phone calls and emails from clients.
- Arrange for debt repayment or establish repayment schedules, based on clients' financial situations.
- End of month reporting.
- Billing
- Collections
- Update OSHA manuals, SDS Sheets and safety training for personnel.

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5 Years **Park Place Veterinary Hospital** **Swanzey, NH**

Lead Receptionist

- Responsible for credit and collections
- Monitor repayment agreements
- Oversee training of new front desk staff
- Review and process monthly accounts receivable
- Monitor New Client appointment scheduling and confirmations
- Monitor front desk supplies
- Schedule appointments, process Check-ins, answer phones, process refill requests
- Administer Vendor Employee Rewards Programs
- Prepare end of day reports and reconcile banking

3 Years **Monadnock Humane Society** **Swanzey, NH**

Boarding/Daycare Technician/Shelter Technician/Small Animal Coordinator

- Responsible for caring for boarding dogs and cats and supervising dogs in daycare.
- Responsibilities included processing payments, making and confirming reservations,
- customer service, data collection, and overseeing volunteers.
- Assisted customers in selecting shelter animals and completing the adoption process.

5 Years **Animal Control Officer** **Marlborough, NH**

- Enforce animal control laws and regulations for Marlborough, NH
- Maintain records and paperwork for calls and citations
- Work with Marlborough town governmental authorities to promote animal safety and educate the community
- Attended the New England Animal Control Academy each year
- Completed training in Animal Cruelty Investigation and Prosecution

5 Years **Weight Watchers** **Keene, NH**

Leader/Receptionist

- Performed as Leader/Meeting Facilitator where I greeted, motivated, counseled, and educated members regarding healthy eating and physical fitness. This included helping members set goals, overcome challenges, create meal plans, explore new foods, and incorporate new physical activities as appropriate.

5 Years **Kapiloff Insurance Agency** **Keene, NH**

Executive Administrator

- Assistant to the President and two Vice Presidents.
- Provided administrative support to the Life and Health Department.
- Maintained licensing requirements for Agents and Brokers throughout the agency.
- Performed as backup to the agency bookkeeper. Also performed as full charge bookkeeper for a specialty division which included processing payroll for this division.
- Trained new employees on the use of office equipment, software packages, and telephone system.
- Licensed Broker for Life, Accident, and Health Insurance.

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EDUCATION

2017	Front Desk Supervisor Course	Veterinary Support Personnel Network
2015	Triage	Veterinary Support Personnel Network
2014	Front Desk Module 2	Veterinary Support Personnel Network
2014	Front Desk Module 1	Veterinary Support Personnel Network
2011	Bachelor's in Nutrition Science	Kaplan University
1995	Associate's in Management	Franklin Pierce College

Personal References:

Sarah Ennis

[redacted]

Patricia Brennan

[redacted]

Belinda Melanson

[redacted]

Professional References:

Jennifer Hills

[redacted]

Amanda Cote

[redacted]

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SARAH CROTEAU

CAREER OBJECTIVE:

Highly motivated person seeking challenging position where my experience and education will bring value to your organization.

Qualifications:

- Knowledge of Microsoft Word, PowerPoint, Excel, Eagle Browser, and internet research
- Dedicated to exceptional customer service
- Self-motivated team member with experience in team work
- Professional presentation and communication skills
- Multi-tasking

EDUCATION:

Bachelors of Science in Business Management
Minor in Economics
Keene State College, Keene, NH (2011)

WORK EXPERIENCE:

Accounts Payable
Hamshaw Lumber, Keene, NH (2011-present)

- Prep and enter inventory and non-inventory invoices into Eagle Browser for 2 stores
- Select invoices to pay for 2 stores and post payment
- Monthly statement reconciliations for vendors including credit cards
- Work with vendors and staff to research any problems
- Maintain organized filing system for all paid inventory and non-inventory
- Assist in answering the phone and passing to the appropriate person
- Assist accounts receivable by helping customer's pay on their account and answer questions

Internship in Business Office
Monadnock Developmental Services, Keene, NH (2011)

- Performed standard oversight of bank reconciliation, accounts payable, general ledger account review, and state compliance
- Conducted variance record keeping using the Great Planes record software including standard bookkeeping

Waitress/Hostess
Longhorn Steakhouse, Keene, NH (2007-2011)

- Responsible for substantial financial transactions
- Worked with customers in guaranteeing their satisfaction and positive experience
- Worked within a team dynamic that created high cuisine quality and overall dining experience
- Responsible for training new employees as a certified trainer

PROFESSIONAL REFERENCES:

- Available upon request

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KEY ADMINISTRATIVE PERSONNEL

NH DEPT OF HEALTH & HUMAN SERVICES (DHHS)

Agency Name: Southwestern Community Services, Inc.

Program Name:WIC & BFPC - Supplemental and FMNP

Name & Title Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Beth Daniels, Chief Executive Officer	0.00%	$0.00
Karen Wilber, WIC Director	1.00%	$600.00
Sarah Croteau, Fiscal Director	0.00%	$0.00

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Weaver
Interim Commissioner

Patricia M. Tilley
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 14, 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 Public Health Services, to enter into contracts with the Contractors listed below in an amount not to exceed $6,841,333 to provide benefits for supplemental nutritious foods and public health nutrition and breastfeeding support services to financially-eligible pregnant women, postpartum women, infants, and preschool children up to age five years old, with the option to renew for up to four (4) additional years, effective July 1, 2023, upon Governor and Council approval, through June 30, 2025. 100% Federal Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Community Action Program Belknap and Merrimack Counties, Inc. Concord, NH	177203	Belknap County Merrimack County Coos County Grafton County	$1,692,844
Greater Seacoast Community Health Somersworth, NH	154703	Carroll County Strafford County	$978,375
Southern New Hampshire Services Inc.	177198	Hillsborough County Rockingham County	$3,392,551
Southwestern Community Services, Inc.	177511	Cheshire County Sullivan County	$777,563
		Total:	**$6,841,333**

Funds are anticipated to be available in the following accounts for State Fiscal Year 2024, and are anticipated to be available in State Fiscal Year 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.

See attached fiscal details.

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EXPLANATION

The purpose of this request is to provide statewide Special Supplemental Nutrition Program for Women, Infants and Children (WIC), WIC Farmers Market Nutrition Program (FMNP) and Breastfeeding Peer Counseling Program (BFPC) services to eligible women, infants and children. This statewide service is available to assist eligible low-income pregnant women, infants, and children achieve optimal health and nutrition outcomes. The program delivers participant-centered nutrition education and counseling, breastfeeding support and promotion services, supplemental nutritious foods, and referrals to health and social services in a client-centered, supportive environment. The program utilizes the NH Department of Health and Human Services eligibility management information system, referred to as StarLINC, in accordance with federal regulations and NH administrative rules and program policies and procedures.

The NH WIC Breastfeeding Peer Counselor Program (WIC-BFPC) is available to all pregnant and post-partum mothers at WIC clinics in New Hampshire, delivered in accordance with United States Department of Agriculture (USDA) WIC Breastfeeding Support guidelines. The Department provides breastfeeding training for all relevant WIC staff in order to support the WIC Breastfeeding Curriculum. The training includes information on breastfeeding promotion, the advantages of breastfeeding, counseling strategies, infant feeding assessments, and other relevant details to promote safe practices among new mothers.

The NH WIC Farmers' Market Nutrition Program (WIC-FMNP) is associated with the Special Supplemental Nutrition Program for WIC. Eligible WIC participants are issued an additional benefit to purchase local, fresh unprepared fruits and vegetables from farmers' markets in addition to their regular WIC benefits during the summer months.

Approximately 13,000 individuals will be served monthly.

The Contractors will be providing benefits for supplemental nutritious foods, public health nutrition and breastfeeding education, and referrals to healthcare and social services to financially eligible pregnant women, postpartum women, infants and preschool children up to age five years old that will be served across the 10 (ten) counties.

The Department will monitor services by reviewing the following:

- Measuring the percentage of caseload served, with a goal to serve 95%-105% of the assigned caseload.
- Increases in the percentage of prenatal participants enrolled in the WIC Program by the first trimester.
- Increases in the percentage of infants who are fully breastfeeding or partially breastfed.
- Increases in the redemption rates of WIC authorized foods and safe infant formula among households participating in the WIC Nutrition Program.
- Increases in the number of WIC clinics that utilize innovative strategies to increase access to WIC services, retain participants, and improve participant satisfaction.

The Department selected the Contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from March 20, 2023 through April 24, 2023. The Department received four (4) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

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As referenced in Exhibit A, Revision to Standard Agreement Provisions, Section 1.2 of the attached agreements, the parties have the option to extend the agreements for up to four (4) 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, individuals that are eligible for the WIC Nutrition Program, Farmers' Market Nutrition Program, and Breastfeeding Peer Counselor Program will not be served, thus increasing the risk of food insecurity and hunger in New Hampshire.

Source of Federal Funds: **WIC** ALN #10.557 FAIN #234NH703W1003, **FMNP** ALN #10.572 FAIN #224NH728Y8604, **BFPC** ALN #10.557 FAIN # 234NH743W5003

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

Respectfully submitted,

DocuSigned by:
Ann H. Landry
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Lori A. Weaver

Interim Commissioner

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Women, Infant & Children (WIC), Farmers Market Nutrition Program (FMNP), and Breastfeeding Peer Counseling Services (BFPC)
RFP-2023-DPHS-09-SPECI
Fiscal Detail Sheet

Community Action Program Belknap-Merrimack Counties - Vendor Code: 177203-B001

05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF FAMILY HEALTH & NUTRITION, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2024	074-500589	Contracts for Program Services	90006003 (WIC Admin)	$0	$704,925	$704,925
2024	074-500589	Contracts for Program Services	90006041 (WIC OA)	$0	$78,325	$78,325
2024	074-500589	Contracts for Program Services	90006022 (BFPC)	$0	$55,618	$55,618
2024	074-500589	Contracts for Program Services	90006026 (FMNP Admin)	$0	$600	$600
2025	074-500589	Contracts for Program Services	90006003 (WIC Admin)	$0	$715,527	$715,527
2025	074-500589	Contracts for Program Services	90006041 (WIC OA)	$0	$79,503	$79,503
2025	074-500589	Contracts for Program Services	90006022 (BFPC)	$0	$57,746	$57,746
2025	074-500589	Contracts for Program Services	90006026 (FMNP Admin)	$0	$600	$600
			Subtotals:	*$0*	*$1,692,844*	*$1,692,844*

Greater Seacoast Community Health - Vendor Code: 154703-B001

05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF FAMILY HEALTH & NUTRITION, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2024	074-500589	Contracts for Program Services	90006003 (WIC Admin)	$0	$392,063	$392,063
2024	074-500589	Contracts for Program Services	90006041 (WIC OA)	$0	$43,562	$43,562
2024	074-500589	Contracts for Program Services	90006022 (BFPC)	$0	$50,399	$50,399
2024	074-500589	Contracts for Program Services	90006026 (FMNP Admin)	$0	$2,455	$2,455
2025	074-500589	Contracts for Program Services	90006003 (WIC Admin)	$0	$392,063	$392,063
2025	074-500589	Contracts for Program Services	90006041 (WIC OA)	$0	$43,562	$43,562

2025	074-500589	Contracts for Program Services	90006022 (BFPC)	$0	$51,816	$51,816
2025	074-500589	Contracts for Program Services	90006026 (FMNP Admin)	$0	$2,455	$2,455
			Subtotals:	*$0*	*$978,375*	*$978,375*

Southern New Hampshire Services - Vendor Code: 177198-B006

05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF FAMILY HEALTH & NUTRITION WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2024	074-500589	Contracts for Program Services	90006003 (WIC Admin)	$0	$1,404,871	$1,404,871
2024	074-500589	Contracts for Program Services	90006041 (WIC OA)	$0	$156,096	$156,096
2024	074-500589	Contracts for Program Services	90006022 (BFPC)	$0	$133,082	$133,082
2024	074-500589	Contracts for Program Services	90006026 (FMNP Admin)	$0	$267	$267
2025	074-500589	Contracts for Program Services	90006003 (WIC Admin)	$0	$1,404,871	$1,404,871
2025	074-500589	Contracts for Program Services	90006041 (WIC OA)	$0	$156,096	$156,096
2025	074-500589	Contracts for Program Services	90006022 (BFPC)	$0	$136,994	$136,994
2025	074-500589	Contracts for Program Services	90006026 (FMNP Admin)	$0	$274	$274
			Subtotals:	*$0*	*$3,392,551*	*$3,392,551*

Southwestern Community Services, Inc. - Vendor Code: 177511-R001

05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF FAMILY HEALTH & NUTRITION, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2024	074-500589	Contracts for Program Services	90006003 (WIC Admin)	$0	$316,061	$316,061
2024	074-500589	Contracts for Program Services	90006041 (WIC OA)	$0	$35,117	$35,117
2024	074-500589	Contracts for Program Services	90006022 (BFPC)	$0	$35,708	$35,708
2024	074-500589	Contracts for Program Services	90006026 (FMNP Admin)	$0	$420	$420
2025	074-500589	Contracts for Program Services	90006003 (WIC Admin)	$0	$316,061	$316,061
2025	074-500589	Contracts for Program Services	90006041 (WIC OA)	$0	$35,117	$35,117

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2025	074-500589	Contracts for Program Services	90006022 (BFPC)	$0	$38,659	$38,659
2025	074-500589	Contracts for Program Services	90006026 (FMNP Admin)	$0	$420	$420
			Subtotals:	*$0*	*$777,563*	*$777,563*
			GRAND TOTALS:	***$0***	***$6,841,333***	***$6,841,333***

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New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFP-2023-OPHS-09-SPECI

Project Title Special Supplemental Nutrition Program for WIC and BFPC and WIC FMNP

	Maximum Points Available	CAP BM	Greater Seacoast Community Health	Southern NH Services	Southwestern Community Services (SCS)
Technical					
Experience (Q1)	20	20	17	17	10
Service Plans (Q2)	25	25	20	23	15
Outreach Plan (Q3)	10	10	8	8	6
Staffing Plan (Q4	20	19	17	14	10
Reporting Requirements (Q5)	10	10	7	8	6
Capacity (Q6)	10	10	6	7	5
Innovative Strategies or Initiatives (Q7)	5	5	3	2	3
Subtotal - Technical	100	99	78	79	53
Cost					
Budget Sheet (Appendix E)	20	17	12	16	5
Program Staff List (Appendix F)	10	8	7	6	5
Subtotal - Cost	30	25	19	22	10
TOTAL POINTS	130	124	97	101	63
TOTAL PROPOSED VENDOR COST		$1,564,644	$1,219,859.48	$3,754,745	$835,138

	Reviewer Name	Title
1	Lisa Elrois	Bureau Chief
2	Frances Mclaughlin	Program Planner II
3	Hailey McAlary	Program Specialist IV
4	Lisa Corman	Program Specialist IV
5	Emily Maughan	Program Specialist IV

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

Subject: Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and Breastfeeding Peer Counseling (BFPC) and WIC Farmers' Market Nutrition Program (WIC-FMNP)

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	
1.2 Contractor Name Southwestern Community Services, Inc.		1.3 Contractor Address 63 Community Way Keene, NH 03431	
1.5 Contractor Phone Number (603)719-4168	1.6 Account Number 05-95-90-902010-52600000-074-500589	1.7 Completion Date 6/30/2025	1.8 Price Limitation $777,563
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: Beth Daniels Date: 6/13/2023		1.12 Name and Title of Contractor Signatory Beth Daniels Chief Executive Officer	
1.13 State Agency Signature DocuSigned by: Patricia M. Tilley Date: 6/13/2023		1.14 Name and Title of State Agency Signatory Patricia M. Tilley 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: DocuSigned by: Robyn Guarino		Robyn Guarino Attorney	On: 6/13/2023
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials: BD

Date: 6/13/2023

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.

Contractor Initials BD

Date 6/13/2023

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 CD

Date 6/13/2023

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.

Contractor Initials BD

Date 6/13/2023

New Hampshire Department of Health and Human Services
Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and Breastfeeding Peer Counseling (BFPC) and WIC Farmers' Market Nutrition Program (WIC-FMNP)

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 ("Effective Date").

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 four (4) 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.

New Hampshire Department of Health and Human Services
Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and Breastfeeding Peer Counseling (BFPC) and WIC Farmers' Market Nutrition Program (WIC-FMNP)

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must assist eligible women, infants and children to achieve improved health and nutrition outcomes by providing participant centered nutrition education and counseling, breastfeeding support and promotion, supplemental foods and referrals to health and social services in a supportive environment.

1.2. The Contractor must provide Supplemental Nutrition Program for Women, Infants and Children (WIC), WIC Farmers Market Nutrition Program (FMNP) and Breastfeeding Peer Counseling Program (BFPC) services to eligible women, infants and children in Cheshire County and Sullivan County.

1.3. The Contractor must provide Supplemental Nutrition Program for Women, Infants and Children (WIC), WIC Farmers Market Nutrition Program (FMNP) and Breastfeeding Peer Counseling Program (BFPC) services to eligible women, infants and children each month utilizing the NH Department of Health and Human Services WIC Program's eligibility management information system referred to as StarLINC, in accordance with the state and federal regulations, NH policies and procedures, including but not limited to the NH WIC Policy and Procedure Manual and 7 CFR 246. The Contractor must:

1.3.1. Provide Special Supplemental Nutrition Program for Women, Infants and Children (WIC) services through nutrition education, breastfeeding support and promotion, referrals to healthcare and social services and supplemental healthy foods to enrolled participants each month.

1.3.2. Strive to serve 95% of the assigned caseload monthly. If the number of participants is less than 95%, the Department may decrease the assigned caseload and appropriate funding. Whereas, if the number of participants is greater than 100%, the Department may increase the assigned caseload and appropriate funding, if funding is available.

1.3.3. Abide by the United States Department of Agriculture (USDA) Assurances as set out in Appendix A.

1.3.4. Use qualified, competent language resources, such as but not limited to interpretation services, free auxiliary aids and services and American Sign Language.

1.3.5. Include language on the their WIC webpage that provides sufficient notice and how to request free language assistance services for individuals with LEP, such as free auxiliary aids and services and other reasonable modifications for individuals with disabilities.

1.3.6. Adhere to USDA Office of Civil Rights policies, including the non-discrimination statement on all online and designated print program materials, including but not limited to the Contractor's website.

1.3.7. Ensure not to discriminate against persons on the grounds of race, color, national origin, sex, gender identity, sexual orientation, disability, age or reprisal or retaliation for prior civil rights activity.

1.4. The Contractor must be responsible for the on-going recruitment and retention of WIC participants, which must include, but not be limited to:

1.4.1. The national WIC enrollment and retention website (www.signupwic.com) in outreach materials and on individual agency website.

1.4.2. Promote and publish the NH WIC Pre-application website in all outreach materials and webpages.

1.4.3. Use of local print media and/or social media using State Agency approved WIC logo.

1.4.4. Distribution of WIC informational booklets and referral materials.

1.4.5. Coordination with NH DHHS District Offices in appropriate service areas to ensure WIC outreach materials are present for households receiving services at the District Offices.

1.4.6. Maintenance of participant waiting list, if appropriate.

1.4.7. Specific activities outlined in approved annual work plan to foster early enrollment for pregnant women and infants.

1.4.8. Specific activities outlined in approved annual work plan targeting breastfeeding families.

1.4.9. Submit all new clinic locations and removal of existing clinic locations to the Department for prior approval.

1.5. The Contractor must consider the following when requesting new permanent and mobile WIC clinic locations:

1.5.1. A minimum of twenty-five (25) participants reside within the zip code of the new proposed clinic site.

1.5.2. Nearby WIC-authorized food stores.

1.5.3. Other community and health services that serve WIC eligible participants.

1.5.4. Available public transportation and handicap accessibility for accessing the WIC clinic.

1.5.5. Adequate clinic space to ensure privacy for each function; certification process, health and nutrition assessment and food benefit issuance.

1.5.6. Access to reliable internet service for each work station.

1.5.7. Ensure that the WIC clinic site, administrative offices and alternative sites will be accessible to individuals with disabilities.

1.5.8. Ensure the clinic site and administrative offices offer privacy for participant confidentiality.

1.5.9. Ensure the clinic site has adequate access to internet for WIC certification and benefit issuance services.

1.5.10. Offer evening appointment hours at (6 pm or later) at a minimum of four (4) clinics per month and at a minimum of two clinic sites per county.

1.5.11. Offer Saturday morning appointments as needed by participants and as staffing allows.

1.5.12. Offer clinic appointment times no less than 35 hours per week. This may be a combination of main and alternate site appointment times. Work weeks with a holiday are exempt from this requirement.

1.5.13. Provide a telephone system to accommodate the volume of applicant and participant inquiries. The telephone system must be operated continuously for a minimum of 8 hours Monday through Friday excluding State and pre-approved closures.

1.6. The Contractor must:

1.6.1. Provide referrals to the NH Medicaid and the NH Supplemental Nutrition Assistance Program to all families enrolled in the WIC Program.

1.6.2. Provide referrals to applicants and participants to health, social, and economic assistance agencies according to the needs of the individuals, including but not limited to alcohol and substance misuse programs.

1.6.3. Offer participant centered health and nutrition education to each WIC Program participant according to individual needs.

1.6.4. Provide participants with follow-up appointments according to the NH Policy and Procedure Manual.

1.6.5. Issue food benefits in compliance with the NH Policy and Procedure Manual.

1.6.6. Provide all participants with a NH Approved Foods List (paper or electronic), a current list of authorized retail vendors (paper or electronic),

and training on the redemption of WIC Program foods for the full nutritional value.

1.6.7. Distribute Farmers' Market Nutrition Program benefits, provide education on the benefits of fruits and vegetables and provide the authorized farmer list to eligible WIC participants during the FMNP season.

1.6.8. Ensure appropriate administrative and/or professional staff attends all administrative meetings and nutrition and breastfeeding trainings provided by the State Agency, as required. Send, at minimum, one nutritionist or breastfeeding person to the National WIC Association Nutrition and Breastfeeding Conference, using designated sponsorship funds when available.

1.6.9. Ensure all staff who interact with participants receive an annual civil rights training, customer service training, and conflict resolution training and the Contractor must maintain attendance records in accordance with state and federal regulations.

1.6.10. Ensure all staff shall receive respect and civility in the workplace training and cultural competence training during the contract period and maintain attendance records in accordance with state and federal regulations.

1.6.11. Protect the integrity of the program by assuring that all participants are informed of their rights and rules for participation in the program and are offered a paper or electronic copy.

1.6.12. Ensure all staff participate in annual training provided by the NH Tobacco Prevention and Cessation Program.

1.6.13. Ensure that WIC staff asks all participants about tobacco/vaping use and/or exposure to tobacco smoke, assist those identified as using tobacco/vaping with awareness of the NH Tobacco Helpline/QuitNow-NH, and refer those that indicate they are ready to quit. Staff must document participant tobacco/vaping use and referral to Quit Line at all certification appointments.

1.6.14. Not attempt to access, alter, or otherwise modify networks, software, equipment, or data provided by the Department for the purpose of delivering WIC services without specific written approval from the Department.

1.6.15. Assure the physical security of all hardware, software and data used in the delivery of WIC services. This must include secure storage when not in use or under visual control, use of password controls, annual computer security agreement, and maintenance of malware and insurance on all

computer hardware, including portable equipment in transit to or at clinic sites.

1.6.16. Purchase new hardware and software as required by the Department to remain in compliance with the WIC MIS specifications and operating requirements by USDA.

1.6.17. Comply with all monitoring requirements set forth by federal regulations and state policy, including but not limited to the biennial management evaluation and self-evaluation. This includes adhering to timelines and approved correction action plans and using the State Agency Management Evaluation tools in compliance with the NH Policy and Procedure Manual or as otherwise directed.

1.6.18. Notify the Department regarding changes in key staff within 30 days of changes.

1.6.19. Notify the Department regarding clinic closures, outside preapproved closures and holidays, prior to clinic closure or within 24 hours.

1.6.20. Conduct special projects as appropriate when funding is available.

1.6.21. Complete and submit quarterly time studies on all WIC staff utilizing forms and instructions in the NH WIC Policy and Procedure Manual.

1.7. Reporting

1.7.1. The Contractor must submit annual Reports, which include, but are not limited to:

1.7.1.1. Goals and objectives for each performance measure, no later than July 30th of each new contract year, unless otherwise directed.

1.7.1.2. A mid-year progress report of work plan goals and objectives no later than January 30th of each contract year unless otherwise directed.

1.7.1.3. A year-end report of work plan goals and objectives no later than June 30th of each contract year unless otherwise directed.

1.8. Performance Measures

1.8.1. The Contractor must complete a performance management model. The model, comprised of four components, provides a common language and framework for the Department and its community partners. The four components consist of 1. Performance Standards, 2. Performance Measurement, 3. Reposting of Progress, and 4. Quality Improvement. The

Department has established the following performance measures for the work to be carried out:

1.8.1.1. Performance Measure #1: Increase the percentage of caseload served to 95% - 105% of the assigned caseload.

1.8.1.2. Performance Measure #2: Increase the percentage of prenatal participants enrolled in the WIC Program by the 3rd month of pregnancy.

1.8.1.3. Performance Measure #3: Increase the percentage of infants who are fully breastfeeding, partially breastfed and % total breastfed.

1.8.1.4. Performance Measure #4: Increase the redemption rate of WIC foods/formula/cash value benefits by WIC participants.

1.8.1.5. Performance Measure #5: Increase the number of WIC clinics that utilize innovative strategies to increase access to WIC services, retain participants and improve participant satisfaction.

1.8.1.6. All performance measures must reflect an emphasis on participant centered services and consideration of influence principles in leading to behavior change. The Contractor is required to describe the work plan, the steps that will be taken towards meeting the performance measures and the quality assurance and evaluation process that will be used to assure progress. The Contractor must submit a report on their activities and progress towards meeting the performance measures at six (6) months (mid-point report) and at twelve (12) months (final report) on the overall program goals and objectives to demonstrate they have met the minimum required services for the proposal at the end of the two year contract period.

1.9. Staffing

1.9.1. The Contractor must ensure that staff who provide nutrition services meet standard qualifications as outlined in the NH WIC Policy and Procedure Manual as well as any State licensure and/or certification requirements, have clearly defined roles and responsibilities and successfully perform their respective roles and responsibilities.

1.9.2. The Contractor must ensure the ratio of the number of participants to staff allows for assurance that WIC services are being provided in a consistent manner statewide, while meeting quality nutrition services standards. Professionally qualified and credentialed nutrition and breastfeeding staff assures that nutrition assessment and education and breastfeeding counseling is based on sound science and adheres to USDA standards.

1.9.3. The Contractor must maintain a competent and adequate level of staffing and achieve the following WIC and BFPC recommended staffing levels:

1.9.3.1. Maintain a recommended ratio of 350-400 participants to one FTE staff person.

1.9.3.2. Maintain a recommended ratio of 750-800 participants to one FTE nutritionist.

1.9.3.3. Ensure a registered dietitian (RD) remains on staff and available for consultation to high risk participants. The Contractor may choose to meet this obligation by developing a written Memorandum of Agreement (MOU) with a local community health center, hospital, or private practice for consultation services by a registered dietitian. Best practice is that the WIC Nutrition Coordinator is a registered dietitian.

1.9.3.4. Ensure a certified lactation counselor (CLC) remains on staff. As new breastfeeding coordinators are hired at the local agency, the applicant must be a certified lactation counselor or attend a comparable training within 24 months to become a certified lactation counselor. Best practice is that the WIC Breastfeeding Coordinator is an International Board Certified Lactation Consultant (IBCLC).

1.9.3.5. Ensure 1 FTE Nutrition Coordinator and 1 FTE Breastfeeding Coordinator remain on staff if serving a caseload of more than 4,000 participants monthly.

1.9.3.6. Ensure peer counselors meet the definition of a peer counselor, in compliance with the USDA WIC Breastfeeding Curriculum.

1.9.3.7. Maintain a designated breastfeeding peer counseling program manager or coordinator.

1.9.3.8. Maintain a designated Breastfeeding Expert (DBE) that meets the definition of a DBE in the USDA WIC BF Curriculum. This position may be filled by the same person who meets the criteria for 1.9.3.7.

1.9.4. The Contractor must identify the following key staff members:

1.9.4.1. Person responsible for Nutrition Services, by name and title. Describe how nutrition services will be provided to high-risk participants, including identification of high-risk status, follow-up counseling, and coordination with healthcare providers.

1.9.4.2. Person responsible for Breastfeeding Services, by name and title. Describe how breastfeeding peer counseling services are integrated into the agency overall breastfeeding promotion services.

1.9.4.3. Person responsible for StarLINC data management, by name and title. Describe StarLINC operating protocols to ensure updated client data in the StarLINC system, updating of software releases, and enforcement of hardware/software security policies.

1.9.4.4. Person responsible for clinic operations, including staff scheduling, hours of operation, etc., by name and title.

1.9.4.5. Person responsible for WIC Contractor relations, including participant or Contractor complaints or concerns, contact for State Agency Contractor issues, etc., by name and title.

1.10. Equipment

1.10.1. The Contractor must use WIC Program property only for the performance of this Contract.

1.10.2. The Contractor must identify all WIC Program property and keep it on record, separate and distinct from all other property in its possession according to the NH Policy and Procedure Manual.

1.10.3. The Contractor must be responsible and accountable for all WIC Program property provided under this Contract, including any property that may be in the possession or control of any subcontractor. The Contractor must establish a system to control, protect, preserve, maintain, and account for all WIC Program property under the Contract according to the NH Policy and Procedure Manual. Inventory is subject to review from time to time on behalf of the Department, who will require any corrections or improvements considered necessary to protect the WIC Program's interest.

1.10.4. The Contractor must be responsible for WIC Program property upon its delivery into the Contractor's custody.

1.10.5. The Contractor must notify the Department within 1 business day in writing via email if any WIC Program property is lost, damaged, or stolen.

1.11. Contract Initiation Requirements

1.11.1. The Contractor must schedule and hold a kickoff meeting within 10 business days of Governor and Council approval. At the kickoff, the Contractor must furnish an updated Project Schedule describing the activities, staff and resources needed to be ready to offer WIC services on July 1, 2023.

1.12. Background Checks

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

1.12.1.1. 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;

1.12.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and

1.12.1.3. 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.

1.13. Privacy Impact Assessment

1.13.1. 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:

1.13.1.1. How PII is gathered and stored;

1.13.1.2. Who will have access to PII;

1.13.1.3. How PII will be used in the system;

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

1.13.1.5. Privacy practices.

1.13.2. 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.

1.14. Department Owned Devices, Systems and Network Usage

1.14.1. 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:

1.14.1.1. 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;

1.14.1.2. 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 shall they access or attempt to access information without having the express authority of the Department to do so;

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

1.14.1.4. 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;

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

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

1.14.1.7. 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."

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

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

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

1.14.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

1.14.1.9.3. 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."

1.14.1.10. 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:

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

1.14.1.12. 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.

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

1.14.1.14. 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.

1.14.1.15. 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.

1.15. Contract End-of-Life Transition Services

1.15.1. General Requirements

1.15.1.1. 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 shall 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 shall provide the DTP template to the Contractor.

1.15.1.2. 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.

1.15.1.3. 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.

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

1.15.1.5. 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.

1.15.1.6. 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.

1.15.2. Completion of Transition Services

1.15.2.1. Each service or Transition phase shall 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.

1.15.2.2. 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.

1.15.3. Disagreement over Transition Services Results

1.15.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall 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 shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Contract.

1.16. Website and Social Media

1.16.1. 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.

1.16.2. The Contractor agrees Protected Health Information (PHI), 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 PHI, 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.

1.16.3. State of New Hampshire's Website Copyright

1.16.3.1. All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall 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 shall, 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 so as 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.

4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

4.1.4. Medical records on each patient/recipient of services.

4.1.5. Full and complete records concerning WIC Program operations according to the policies and procedures described in the NH Policy and Procedure Manual.

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.

New Hampshire Department of Health and Human Services
Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and Breastfeeding Peer Counseling (BFPC) and WIC Farmers' Market Nutrition Program (WIC-FMNP)

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 90% Federal funds, Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), as awarded on October 1, 2022, by the United States Department of Agriculture, Food and Nutrition Services (USDA-FNS), Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), CFDA 10.557, FAIN #234NH703W1003.
   1.2. 9% Federal funds, Breastfeeding Peer Counseling (BFPC), as awarded on October 1, 2022, by the United States Department of Agriculture, Food and Nutrition Services (USDA-FNS), Breastfeeding Peer Counseling (BFPC), CFDA 10.557, FAIN #234NH743W5003.
   1.3. 1% Federal funds, WIC Farmers' Market Nutrition Program (WIC-FMNP), as awarded on October 1, 2022, by the United States Department of Agriculture, Food and Nutrition Services (USDA-FNS), WIC Farmers' Market Nutrition Program (WIC-FMNP), CFDA 10.572, FAIN #224NH728Y8604.
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 must 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 must 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.

New Hampshire Department of Health and Human Services
Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and Breastfeeding Peer Counseling (BFPC) and WIC Farmers' Market Nutrition Program (WIC-FMNP)

EXHIBIT C

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 DPHSContractBilling@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 must 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 must submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor must 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 must submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

8.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

8.5. 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.

RFP-2023-DPHS-09-SPECI-04 Exhibit C-1-Budget

New Hampshire Department of Health and Human Services		
Contractor Name:	Southwestern Community Services, Inc.	
Budget Request for:	WIC	
Budget Period	*July 1, 2023 - June 30, 2024*	
Indirect Cost Rate (if applicable)	0.12	
Line Item	**Program Cost - Funded by DHHS**	**Program Cost - Contractor Share/ Match**
1. Salary & Wages	$172,063	$0
2. Fringe Benefits	$84,638	$0
3. Consultants	$0	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$5,280	$0
5.(a) Supplies - Educational	$500	$0
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$1,050	$0
5.(e) Supplies Office	$2,678	$0
6. Travel	$5,000	$0
7. Software	$1,400	$0
8. (a) Other - Marketing/ Communications	$0	$0
8. (b) Other - Education and Training	$1,000	$0
8. (c) Other - Other (specify below)	$0	$0
Other (please specify)	$26,624	$0
Other (please specify)	$12,000	$0
Other (please specify)	$2,000	$0
Other (please specify)	$2,500	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$0	$0
Total Indirect Costs	$34,445	$0
TOTAL	$351,178	$0

Contractor: BD

Date: 6/13/2023

DocuSign Envelope ID: 7637CE4D-61FF-4B37-91F5-00AD84C2999A

DocuSign Envelope ID: 9D3BC7BA-FD84-471B-9752-8AB3FA214F9A

New Hampshire Department of Health and Human Services		
Contractor Name:	Southwestern Community Services, Inc.	
Budget Request for:	Breastfeeding Peer Counseling	
Budget Period	July 1, 2023 - June 30, 2024	
Indirect Cost Rate (if applicable)	0	
Line Item	**Program Cost - Funded by DHHS**	**Program Cost - Contractor Share/ Match**
1. Salary & Wages	$20,150	$0
2. Fringe Benefits	$11,940	$0
3. Consultants	$0	$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	$0
5.(a) Supplies - Educational	$0	$0
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$0	$0
5.(e) Supplies Office	$0	$0
6. Travel	$0	$0
7. Software	$0	$0
8. (a) Other - Marketing/ Communications	$0	$0
8. (b) Other - Education and Training	$0	$0
8. (c) Other - Other (specify below)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$1,200	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$33,290	$0
Total Indirect Costs	$2,418	$0
TOTAL	$35,708	$0

Contractor: BD

Date: 6/13/2023

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New Hampshire Department of Health and Human Services		
Contractor Name:	Southwestern Community Services, Inc.	
Budget Request for:	Farmer's Market Nutrition Program	
Budget Period	July 1, 2023 - June 30, 2024	
Indirect Cost Rate (if applicable)	0	
Line Item	**Program Cost - Funded by DHHS**	**Program Cost - Contractor Share/ Match**
1. Salary & Wages	$0	$0
2. Fringe Benefits	$0	$0
3. Consultants	$0	$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	$0
5.(a) Supplies - Educational	$400	$600
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$0	$0
5.(e) Supplies Office	$0	$0
6. Travel	$0	$0
7. Software	$0	$0
8. (a) Other - Marketing/ Communications	$0	$0
8. (b) Other - Education and Training	$0	$0
8. (c) Other - Other (specify below)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$420	$630
Total Indirect Costs	$0	$0
TOTAL	$400	$600

Contractor: BD (DS)

Date: 6/13/2023

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New Hampshire Department of Health and Human Services		
Contractor Name:	Southwestern Community Services, Inc.	
Budget Request for:	WIC	
Budget Period	July 1, 2024 - June 30, 2025	
Indirect Cost Rate (if applicable)	0.12	
Line Item	**Program Cost - Funded by DHHS**	**Program Cost - Contractor Share/ Match**
1. Salary & Wages	$172,063	$0
2. Fringe Benefits	$84,638	$0
3. Consultants	$0	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$5,280	$0
5.(a) Supplies - Educational	$500	$0
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$1,050	$0
5.(e) Supplies Office	$2,678	$0
6. Travel	$5,000	$0
7. Software	$1,400	$0
8. (a) Other - Marketing/ Communications	$0	$0
8. (b) Other - Education and Training	$1,000	$0
8. (c) Other - Other (specify below)	$0	$0
Other (please specify)	$26,624	$0
Other (please specify)	$12,000	$0
Other (please specify)	$2,000	$0
Other (please specify)	$2,500	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$0	$0
Total Indirect Costs	$34,445	$0
TOTAL	$351,178	$0

Contractor: BD

Date: 6/13/2023

DocuSign Envelope ID: 7637CE4D-61FF-4B37-91F5-00AD84C2999A

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New Hampshire Department of Health and Human Services		
Contractor Name:	Southwestern Community Services, Inc.	
Budget Request for:	Breastfeeding Peer Counseling	
Budget Period	July 1, 2024-June 30,2025	
Indirect Cost Rate (if applicable)	0.12	
Line Item	**Program Cost - Funded by DHHS**	**Program Cost - Contractor Share/ Match**
1. Salary & Wages	$21,377	$0
2. Fringe Benefits	$11,940	$0
3. Consultants	$0	$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	$0
5.(a) Supplies - Educational	$0	$0
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$0	$0
5.(e) Supplies Office	$0	$0
6. Travel	$0	$0
7. Software	$0	$0
8. (a) Other - Marketing/ Communications	$0	$0
8. (b) Other - Education and Training	$0	$0
8. (c) Other - Other (specify below)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$1,200	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$34,517	$0
Total Indirect Costs	$4,142	$0
TOTAL	$38,659	$0

Contractor: BD

Date: 6/13/2023

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DocuSign Envelope ID: 9D3BC7BA-FD84-471B-9752-9AB3FA214F9A

New Hampshire Department of Health and Human Services		
Contractor Name:	Southwestern Community Services, Inc.	
Budget Request for:	Farmer's Market Nutrition Program	
Budget Period	July 1, 2024 - June 30, 2025	
Indirect Cost Rate (if applicable)	0	
Line Item	**Program Cost - Funded by DHHS**	**Program Cost - Contractor Share/ Match**
1. Salary & Wages	$0	$0
2. Fringe Benefits	$0	$0
3. Consultants	$0	$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	$0
5.(a) Supplies - Educational	$420	$630
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$0	$0
5.(e) Supplies Office	$0	$0
6. Travel	$0	$0
7. Software	$0	$0
8. (a) Other - Marketing/ Communications	$0	$0
8. (b) Other - Education and Training	$0	$0
8. (c) Other - Other (specify below)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$420	$630
Total Indirect Costs	$0	$0
TOTAL	$420	$630

Contractor: BD

Date: 6/13/2023

DocuSign Envelope ID: 7637CE4D-61FF-4B37-91F5-00AD84C2999A

DocuSign Envelope ID: 9D3BC7BA-FD84-471B-9752-9AB3FA214F9A

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: Southwestern Community Services, Inc.

6/13/2023
Date

DocuSigned by:
Beth Daniels
Name: Beth Daniels
Title: Chief Executive Officer

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DocuSign Envelope ID: 9D3BC7BA-FD84-471B-9752-9AB3FA214F9A

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: Southwestern Community Services, Inc.

DocuSigned by:
Beth Daniels
5B0F5E5A6D2448...

6/13/2023
Date

Name: Beth Daniels
Title: Chief Executive Officer

DS
BD
Vendor Initials

6/13/2023
Date

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DocuSign Envelope ID: 9D38C7BA-FD84-471B-9752-9AB3FA214F9A

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 BD

Date 6/13/2023

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 (l)(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: Southwestern Community Services, Inc.

6/13/2023
Date

DocuSigned by:
Beth Daniels
Name: Beth Daniels
Title: Chief Executive Officer

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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.

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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: Southwestern Community Services, Inc.

6/13/2023
Date

DocuSigned by:
Beth Daniels
Name: Beth Daniels
Title: Chief Executive Officer

DocuSign Envelope ID: 7637CE4D-61FF-4B37-91F5-00AD84C2999A

DocuSign Envelope ID: 9D3BC7BA-FD84-471B-9752-9AB3FA214F9A

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: Southwestern Community Services, Inc.

6/13/2023
Date

DocuSigned by:
Beth Daniels
Name: Beth Daniels
Title: Chief Executive Officer

New Hampshire Department of Health and Human Services

Exhibit I

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	Southwestern Community Services, Inc.
The State	Name of the Contractor
Patricia M. Tilley	Beth Daniels
Signature of Authorized Representative	Signature of Authorized Representative
Patricia M. Tilley	Beth Daniels
Name of Authorized Representative	Name of Authorized Representative
Director	Chief Executive Officer
Title of Authorized Representative	Title of Authorized Representative
6/13/2023	6/13/2023
Date	Date

DocuSign Envelope ID: 7637CE4D-61FF-4B37-91F5-00AD84C2999A

DocuSign Envelope ID: 9D3BC7BA-FD84-471B-9752-9AB3FA214F9A

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: Southwestern Community Services, Inc.

6/13/2023
Date

DocuSigned by:
Beth Daniels
Name: Beth Daniels
Title: Chief Executive Officer

Contractor Initials: BD
Date: 6/13/2023

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The UEI (SAM.gov) number for your entity is: HMUUXK8MBJC3

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

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

Contractor Initials DS BD

Date 6/13/2023

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

Contractor Initials: BD (DS)

Date: 6/13/2023

DocuSign Envelope ID: 7637CE4D-61FF-4B37-91F5-00AD84C2999A

DocuSign Envelope ID: 9D38C7BA-FD84-471B-9752-9AB3FA214F9A

Appendix A - USDA-FNS Civil Rights Assurance Statement

The State Agency hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 610 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines; and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the State Agency agrees to compile data, maintain records and submit reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the non- discrimination laws. If there are any violations of this assurance, the Department of Agriculture shall have the right to seek judicial enforcement of this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, reimbursable expenditures, grant or donation of Federal property and interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the State Agency by the Department. This includes any Federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance such as food, cash assistance extended in reliance on the representations and agreements made in this assurance.

This assurance is binding on the State Agency, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the State Agency.

Contractor Initials BD

Date 6/13/2023