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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC STABILITY

Lori A. Weaver
Commissioner

Karen E. Hebert
Director

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

April 24, 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 Economic Stability, to amend existing contracts with the Contractors listed below to provide statewide coverage for workforce development services focused on assisting current, transitioning, and former participants of the New Hampshire Employment Program and Temporary Assistance for Needy Families participants in obtaining career advancement support services and opportunities that will assist them in achieving continued upward economic mobility, ultimately mitigating the cliff effect and reducing the need for public assistance in additional services areas, as a result of a Request for Proposal, by increasing the total price limitation by \$2,936,485 from \$4,923,889 to \$7,860,374 with no change to the contract completion dates of June 30, 2026, effective upon Governor and Council approval. 83% Federal Funds. 17% General Funds.

The original contracts were approved by Governor and Council on April 10, 2024, item #15.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Manchester Community Resource Center, Inc. (Manchester, NH)	#153471	Manchester & Nashua Region and Claremont & Keene Region	\$1,825,347	\$1,507,232	\$3,332,579
Southern New Hampshire Services, Inc. (Manchester, NH)	#177198	Concord & Laconia Region, Rochester & Seacoast Region, and Berlin, Conway, & Littleton Region	\$3,098,542	\$1,429,253	\$4,527,795
Total:			\$4,923,889	\$2,936,485	\$7,860,374

Funds are available in the following accounts for State Fiscal Years 2024 and 2025, and are anticipated to be available in State Fiscal Year 2026, 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 expand the scope of services to include the Berlin, Claremont, Conway, Keene, and Littleton regions. The Department re-solicited for these designated regions, to ensure statewide coverage, through a competitive bid process. The original action ensures coverage for the Concord, Laconia, Manchester, Nashua, Rochester, and Seacoast regions.

The Contractors provide workforce development services focused on assisting current, transitioning, and former New Hampshire Employment Program (NHEP), Temporary Assistance for Needy Families (TANF) participants in obtaining career advancement support services and opportunities that will assist them in achieving continued upward economic mobility. The Department seeks to support individuals in gaining skills, education, and workplace experience to continue their career exploration and success, ultimately mitigating the cliff effect and reducing the need for public assistance.

The workforce development services include:

- **Workforce Development Services** to assist current NHEP/TANF participants, in obtaining career advancement, job development and opportunities that will assist them in achieving continued upward economic mobility.
- **Post TANF Services** for participants who closed TANF cash assistance, and NHEP dues to earnings, from the time of cash closure for a one(1) year period and those participating in the Earned Income Disregard pilot program, to increase employment retention, reduce recidivism, support ongoing training and learning opportunities that will promote career advancement, including, ongoing reduction of obstacle to gaining and retaining employment efforts to avoid employment loss.
- **Pilot Disregard Services** for those actively participating in the 75% or 100% earned income disregard, and for participants who remain eligible for TANF cash. When participants are no longer eligible for TANF cash, they will be eligible for Post TANF Services.

The number of Program Sites is determined by and equal to the number of District Offices assigned to the region identified in the contract. Direct services are provided to participants by offering services in a family-friendly office or meeting space in each district office catchment area with the highest concentration of participants within the geographical region including the Contractor's offices, local libraries, community colleges, community resource centers, One Stop Centers, and other establishments that are convenient to the participants. Services may be delivered individually, in a group setting, via remote workshops, by telephone, and using email and other technologies, including video conferencing.

NHEP focuses on closing skill gaps by ensuring job seekers gain and increase competencies, earning the credentials that businesses seek of employees. Additionally, NHEP promotes the upskilling of employees to enhance their eligibility for higher wage positions, while addressing workforce development and overcoming obstacles to employment and promotions. By doing so, NHEP aims to build a skilled pipeline of qualified employees to meet the needs of

businesses in New Hampshire, while fostering self-confidence and preparing participants to be valued employees.

Approximately 1,000 individuals will be served during State Fiscal Years 2024, 2025, and 2026.

The Department will monitor services by:

- Participating in on-site monitoring conducted by the Department on an annual basis, unless otherwise required by the Department for the purpose of ensuring deliverables are met.
- Completing on-site monitoring including, staff interviews, participant reviews, review of program curricula and assigned activities, as applicable, review of documentation and data in the New HEIGHTS system.

The Department selected Contractors through a competitive bid process using a Request for Proposal (RFP) that was re-posted on the Department's website from March 5, 2024 through March 29, 2024. The Department received four (4) responses that were received and scored by a team of qualified individuals. This was not a low cost award; the selected Contractors received the highest combined technical and cost score. The Scoring Sheets are attached.

Should the Governor and Executive Council not authorize this request, recipients of TANF would not have Job Development Services available to them to gain support for their economic independence and mobility and meet the needs of New Hampshire employers. The Department would not be able to provide ongoing employment support to participants, which may result in an increase in public benefits and a reduction in the number of families that could be given opportunities to achieve economic independence.

Source of Federal Funds: Assistance Listing Number #93.558, FAIN #22NHTANF.

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

Respectfully submitted,


Lori A. Weaver
Commissioner

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET**

05-95-45-450010-61270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: HUMAN SERVICES-DEHS,
BUREAU OF FAMILY ASSISTANCE, EMPLOYMENT SUPPORT

Southern New Hampshire Services, Inc.						
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Total Amount
2024	074-500589	Contracts for Program Services	TBD	\$ 218,645.00	\$ 55,130.00	\$ 273,775.00
2025	074-500589	Contracts for Program Services	TBD	\$ 1,382,895.00	\$ 670,120.00	\$ 2,053,015.00
2026	074-500589	Contracts for Program Services	TBD	\$ 1,497,002.00	\$ 704,003.00	\$ 2,201,005.00
		Sub Total		\$ 3,098,542.00	\$ 1,429,253.00	\$ 4,527,795.00

Manchester Community Resource Center, Inc.						
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Total Amount
2024	074-500589	Contracts for Program Services	TBD	\$ 183,536.00	\$ 13,652.00	\$ 197,188.00
2025	074-500589	Contracts for Program Services	TBD	\$ 734,142.00	\$ 753,904.00	\$ 1,488,046.00
2026	074-500589	Contracts for Program Services	TBD	\$ 907,669.00	\$ 739,676.00	\$ 1,647,345.00
		Sub Total		\$ 1,825,347.00	\$ 1,507,232.00	\$ 3,332,579.00

Overall Total:	\$ 4,923,889.00	\$ 2,936,485.00	\$ 7,860,374.00
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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-2024-DES-08-STREN

Project Title Strengthening Citizens and Businesses for Economic Mobility

Berlin, Conway & Littleton	Maximum Points Available	Manchester Community Resource Center, Inc.	Southern New Hampshire Services, Inc.
Technical			
Q1 - Implementation Plan	200	190	180
Q2 - Infrastructure Plan	100	85	85
Q3 - Capacity/Staffing Plan	100	85	87
Q4 - Experience - Population and Challenges	100	93	85
Q5 - Experience - Workforce Activities	100	100	90
Q6 - Quality Assurance & Improvement	100	90	95
Subtotal - Technical	700	643	622
If a Vendor fail to achieve 350 minimum points in the preliminary scoring, it will receive no further consideration from the evaluation team and the Vendor's Cost Proposal will remain unopened.			
Cost			
Vendor Cost	150	116	150
Vendor Budget Evaluation	150	142	130
Subtotal - Cost	300	258	280
TOTAL POINTS	1000	901	902

TOTAL PROPOSED VENDOR COST	\$1,848,837	\$1,429,253
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Reviewer Name	Title
1 Gene Patnode	Workforce Development Administrator III
2 Briana Williamson	Program Specialist II - SNAP Employment & Training
3 Joshua Kelly	Quality Assurance Specialist
4 Laura Ingram	Financial Manager
5 Virginia Jones	Program Specialist IV

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

Project ID # RFP-2024-DES-08-STREN

Project Title Strengthening Citizens and Businesses for Economic Mobility

Claremont & Keene	Maximum Points Available	Manchester Community Resource Center, Inc.	Southern New Hampshire Services, Inc.
Technical			
Q1 - Implementation Plan	200	190	180
Q2 - Infrastructure Plan	100	85	85
Q3 - Capacity/Staffing Plan	100	85	87
Q4 - Experience - Population and Challenges	100	93	85
Q5 - Experience - Workforce Activities	100	100	90
Q6 - Quality Assurance & Improvement	100	90	95
		0	0
Subtotal - Technical	700	643	622
If a Vendor fail to achieve 350 minimum points in the preliminary scoring, it will receive no further consideration from the evaluation team and the Vendor's Cost Proposal will remain unopened.			
Cost			
Vendor Cost	150	129	150
Vendor Budget Evaluation	150	142	130
Subtotal - Cost	300	271	280
TOTAL POINTS	1000	914	902
TOTAL PROPOSED VENDOR COST		\$1,507,232	\$1,295,162

Reviewer Name

1	Gene Patnode
2	Briana Williamson
3	Joshua Kelly
4	Laura Ingram
5	Virginia Jones

Title

Workforce Development Administrator III
Program Specialist II - SNAP Employment & Training
Quality Assurance Specialist
Financial Manager
Program Specialist IV

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

This Amendment to the Strengthening Citizens and Businesses for Economic Mobility contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Manchester Community Resource Center, Inc., ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on April 10, 2024 (Item #15), 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:
\$3,332,579
2. Modify Exhibit B, Scope of Services, Section 1. Statement of Work – Applicable to ALL Services, Subsection 1.2., to read:
 - 1.2. The Contractor must ensure services are available and provided in the Claremont, Keene, Manchester and Nashua Regions, as outlined in the Geographical Region Table, below.

Geographical Region Table:

District Office	City/Town
Claremont Region 17 Water Street, Suite 301 Claremont, NH 03743-2280 Phone: 603-542-9544 or 1-800-982-1001	Acworth, Canaan, Charlestown, Claremont, Cornish, Croydon, Enfield, George's Mills, Goshen, Grafton, Grantham, Guild, Hanover, Langdon, Lebanon, Lempster, Lyme, Meriden, Newport, Orange, Orford, Plainfield, Springfield, Sunapee, Unity, Washington, and West Lebanon.
Keene Region 111 Key Road, Keene, NH 03431 Phone: 603-357-3510 or 1-800-624-9700	Alstead, Antrim, Ashuelot, Bennington, Chesterfield, Deering, Drewville, Dublin, Fitzwilliam, Frankestown, Gilsum, Greenfield, Hancock, Harrisville, Hinsdale, Jaffrey, Keene, Lyndeborough, Marlborough, Marlow, Nelson, New Ipswich, Peterborough, Richmond, Rindge, Roxbury, Sharon, Spoffard, Stoddard, Sullivan, Surry, Swanzey, Temple, Troy, Walpole, Westmoreland, Winchester, and Windsor.
Manchester Region 1050 Perimeter Road, Suite 501 Manchester, NH 03102-3762 Phone: 603-668-2330 or 1-800-852-7493	Auburn, Bedford, Chester, Goffstown, Manchester, New Boston, and Weare.
Nashua (Southern) Region 26 Whipple Street Nashua, NH 03060-9311 Phone: 603-883-7726 or 1-800-852-0632	Amherst, Atkinson, Brookline, Danville, Derry, Greenville, Hampstead, Hollis, Hudson, Litchfield, Londonderry, Mason, Merrimack, Milford, Mont Vernon, Nashua, Newton, Pelham, Plaistow, Salem, Sandown, Wilton,

[] and Windham.

3. Modify Exhibit B, Scope of Services, Section 1. Statement of Work – Applicable to ALL Services, Subsection 1.8., to read:

- 1.8. The Contractor must provide Workforce Developers and Post TANF Program staff, as indicated in the Staffing Table, below.

Staffing Table:

District Office	Services	
	Workforce Developer	Post TANF Program
Claremont Region	1	1
Keene Region	1	1
Manchester Region	2 - 3	2 - 3
Nashua (Southern) Region	2	2

- Hours may be satisfied by multiple positions, with varying schedules, to meet the needs of the participants.

4. Modify Exhibit C, Payment Terms, Section 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 Exhibit C-1, Budget through Exhibit C-2, Budget Sheet, Amendment #1.
5. Modify Exhibit C-1, Budget Sheet, by replacing it in its entirety with Exhibit C-1, Budget Sheet, Amendment #1, which is attached hereto and incorporated by reference herein.
6. Add Exhibit C-2, Budget Sheet, 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

4/26/2024

Date

DocuSigned by:
Christine Santaniello
8D8054FF5C5D4A94

Name: Christine Santaniello
Title: Associate Commissioner

Manchester Community Resource Center, Inc.

4/25/2024

Date

DocuSigned by:
Renie Denton
8135382E305E4A7

Name: Renie Denton
Title: CEO, Manchester Community Resource Center, Inc

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

OFFICE OF THE ATTORNEY GENERAL

4/29/2024

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-1, Budget Sheet, Amendment #1

New Hampshire Department of Health and Human Services Contractor Name: <i>Manchester Community Resource Center, Inc.</i> Budget Request for: <i>Strengthening Citizens and Businesses for Economic Mobility - Manchester & Nashua Region</i> Budget Period: <i>Effective G&C approval through June 30, 2026</i> Indirect Cost Rate (if applicable) 9.50%			
Line Item	Program Cost - Funded by DHHS - SFY 24	Program Cost - Funded by DHHS - SFY 25	Program Cost - Funded by DHHS - SFY 26
1. Salary & Wages	\$55,608	\$422,539	\$499,507
2. Fringe Benefits	\$13,902	\$105,635	\$124,877
3. Consultants	\$0	\$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.	\$12,386	\$1,358	\$1,435
5.(a) Supplies - Educational	\$2,936	\$5,743	\$1,068
5.(b) Supplies - Lab	\$0	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0	\$0
5.(e) Supplies - Office	\$2,821	\$5,500	\$5,500
6. Travel	\$100	\$3,750	\$4,250
7. Software	\$2,150	\$10,750	\$7,800
8. (a) Other - Marketing/Communications	\$2,364	\$15,050	\$12,255
8. (b) Other - Education and Training	\$3,050	\$10,350	\$8,578
8. (c) Other - Other (specify below)	\$0	\$0	\$0
<i>Other (please specify): Postage</i>	\$73	\$1,250	\$640
<i>Other (please specify): Printing</i>	\$345	\$2,685	\$3,151
<i>Other (please specify): Facility</i>	\$14,356	\$53,136	\$53,136
<i>Other (please specify): ETS Funds</i>	\$5,500	\$74,500	\$100,000
<i>Other (please specify): Insurance</i>	\$1,125	\$5,400	\$5,725
<i>Other (please specify): IT Support</i>	\$2,200	\$1,500	\$1,000
<i>Other (please specify)</i>	\$0	\$0	\$0
9. Subrecipient Contracts	\$0	\$0	\$0
Total Direct Costs	\$118,916	\$719,146	\$828,922
Total Indirect Costs	\$11,297	\$68,319	\$78,748
Subtotals	\$130,213	\$787,465	\$907,669
TOTAL -Manchester & Nashua Region			\$1,825,347

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Contractor Initials:

Date: 4/25/2024

New Hampshire Department of Health and Human Services
Contractor Name: *Manchester Community Resource Center, Inc.*
Budget Request for: *Strengthening Citizens and Businesses for Economic Mobility - Claremont & Keene Region*
Budget Period: *Effective G&C approval through June 30, 2026*
Indirect Cost Rate (if applicable): 9.50%

Line Item	Program Cost - Funded by DHHS - SFY 24	Program Cost - Funded by DHHS - SFY 25	Program Cost - Funded by DHHS - SFY 26
1. Salary & Wages	\$47,479	\$354,146	\$366,722
2. Fringe Benefits	\$11,886	\$88,659	\$91,807
3. Consultants	\$0	\$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	\$7,210	\$7,210
5.(a) Supplies - Educational	\$0	\$6,100	\$6,100
5.(b) Supplies - Lab	\$0	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0	\$0
5.(e) Supplies - Office	\$275	\$6,500	\$6,500
6. Travel	\$450	\$13,521	\$18,500
7. Software	\$0	\$6,500	\$6,500
8. (a) Other - Marketing/Communications	\$224	\$8,955	\$8,955
8. (b) Other - Education and Training	\$0	\$10,000	\$10,000
8. (c) Other - Other (specify below):	\$0	\$0	\$0
<i>Other (please specify): Insurance Liability</i>	\$750	\$5,625	\$5,625
<i>Other (please specify): Printing</i>	\$0	\$5,000	\$5,000
<i>Other (please specify): Facility</i>	\$0	\$61,334	\$61,334
<i>Other (please specify): ETS Funds</i>	\$0	\$65,000	\$80,000
<i>Other (please specify): Postage</i>	\$100	\$1,250	\$1,250
<i>Other (please specify)</i>	\$0	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0	\$0
9. Subrecipient Contracts	\$0	\$0	\$0
Total Direct Costs	\$61,164	\$639,800	\$675,503
Total Indirect Costs	\$5,811	\$60,781	\$64,173
Subtotals	\$66,975	\$700,581	\$739,676
Total - Claremont & Keene Region		\$1,507,232	

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Contractor Initials: 4/25/2024

Date: _____

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 MANCHESTER COMMUNITY RESOURCE CENTER, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 16, 2001. 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: 379869

Certificate Number: 0006630583



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of March A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



MCRCh CBDO Special Activities

Manchester Community Resource Center, Inc
Community Based Development Organization
434 Lake Avenue Manchester, NH 03103
603 647-8967 www.mcrch.org

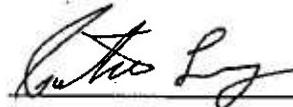
**RE: New Hampshire Department of Health and Human Services
Division of Economic Stability - Bureau of Employment Services
Strengthening Citizens and Businesses for Economic Mobility**

CERTIFICATE OF AUTHORITY

I, Pat Long, do hereby certify that I am the duly elected Chairperson for the Board of Directors for the Manchester Community Resource Center, Inc.

I certify that the following is a true copy of the resolution duly adopted by the Board of Directors of the Manchester Community Resource Center, Inc. The Resolution was approved on March 13, 2024 by a quorum of the Directors. The Resolution has not been amended or revoked and remains in full force and effect as of March 13, 2024 and will remain in effect until June 30, 2026. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that Renie Denton has full authority to bind the corporation.

RESOLVED: That Renie Denton, Chief Executive Officer is hereby authorized on behalf of the Manchester Community Resource Center, Inc to enter into a contract with the State of New Hampshire and any of its agencies or departments and may execute any and all documents, agreements and other instruments, and any amendments, revisions, modifications, and/or extension thereto, as she may deem necessary, desirable or appropriate. The contract and any amendments will be effective on April 10, 2024 or immediately following approval of the Governor and Executive Council; this contract will have a Completion Date of June 30, 2026 with options for mutually agreed upon extensions.

 4/24/24

Pat Long, Chairperson - Board of Directors
Manchester Community Resource Center, Inc

STATE OF NEW HAMPSHIRE

County of Hillsborough, State of New Hampshire

The forgoing instrument was read and sworn to before me this 24th day of April 2024 by Pat Long, Chairperson of the Board of Directors for the Manchester Community Resource Center, Inc





Notary Public
Commission Expires: December 18, 2025



MCRCnh CBDO Special Activities

Manchester Community Resource Center, Inc
Community Based Development Organization
434 Lake Avenue Manchester, NH 03103
603 647-8967 www.mcrcnh.org

Mission Statement:

The Manchester Community Resource Center, Inc (MCRC) is a multi-service, non-profit organization with the goal of assisting residents of Manchester in attaining self-sufficiency by providing access to employment, education, information, and referral services in a multi-cultural environment.

Programs are designed to promote the development of each individual's work-maturity competencies, emotional growth and social development through the acquisition of appropriate skills, knowledge and attitude.

Vision Statement

The Manchester Community Resource Center will provide appropriate employment and training services to the underserved adult population of Manchester. The Center will maintain a safe, non-threatening supportive environment that promotes stability and self-reliance. Through MCRC's program, our clients will find resources to assist in overcoming their barriers and deficiencies. Our clients will be offered the opportunity to obtain gainful employment regardless of age, race, color, religion, gender, or national origin.

Values Statement

Our Board of Director, professional staff and dedicated volunteers are devoted to maintaining the original spirit of MCRC. We believe that:

- Employment provides opportunity for adults to develop themselves, their family, and their community
- Every person deserves the opportunity for gainful employment
- Gainful employment of all citizens is the responsibility of all citizens
- Everyone that shows the desire to improve their life, deserves the opportunity
- We are committed to honesty, fairness, integrity, and social awareness in all relations, including our community, vendors, employees, clients, and sponsors. We will be fair and yet aggressive in our pursuit to achieve excellence.

Diverse, Equitable, and Inclusive Statement

MCRC is committed to providing residents of Manchester with effective, equitable, understandable, and respectful quality of service that is representative of our cross-cultural populations, ethnic traditions, preferred languages, personal obstacles, and other communication needs.

**MANCHESTER COMMUNITY
RESOURCE CENTER, INC.**

FINANCIAL STATEMENTS

**FOR THE YEARS ENDED
JUNE 30, 2022 AND 2021**

**MANCHESTER COMMUNITY RESOURCE CENTER, INC.
FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

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**R.G. BRIGGS, JR., CPA
PROFESSIONAL ASSOCIATION**

*Ninety Eight Salmon Street
Manchester, New Hampshire 03104*

**FREDERICK G. BRIGGS, JR., CPA
ABBY T. DAWSON, CPA
HILARY A. PAUL, CPA**

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MEMBER FIRM OF AICPA
PRIVATE COMPANIES
PRACTICE SECTION**

INDEPENDENT AUDITOR'S REPORT

March 13, 2023

To the Board of Directors of
Manchester Community Resource Center, Inc.

Opinion

We have audited the accompanying financial statements of Manchester Community Resource Center, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2022 and 2021, and the related statements of activities, functional expenses, 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 Manchester Community Resource Center, Inc. as of June 30, 2022 and 2021, 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. 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 Manchester Community Resource Center, Inc. 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.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the 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 financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Manchester Community Resource Center, Inc.'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 generally accepted 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 generally accepted 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 Manchester Community Resource Center, 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 financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Manchester Community Resource Center, 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.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 13, 2023, on our consideration of Manchester Community Resource Center, 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 Manchester Community Resource Center, 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 Manchester Community Resource Center, Inc.'s internal control over financial reporting and compliance.

*F. G. Briggs, Jr., CPA
Professional Association*

MANCHESTER COMMUNITY RESOURCE CENTER, INC.
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2022 AND 2021

ASSETS

	<u>2022</u>	<u>2021</u>
Assets		
Cash	\$ 147,000	\$ 134,304
Accounts receivable	45,817	23,038
Prepaid expenses	8,431	7,964
Fixed assets, net	32,575	65,266
Promises to give - future use of building	8,000	20,000
TOTAL ASSETS	<u>\$ 241,823</u>	<u>\$ 250,572</u>

LIABILITIES AND NET ASSETS

	<u>2022</u>	<u>2021</u>
Liabilities		
Accounts payable	\$ 599	\$ 715
Accrued expenses	9,074	14,027
Deferred revenue	20,000	-
Total Liabilities	<u>29,673</u>	<u>14,742</u>
Net Assets		
Net assets without donor restrictions	204,150	215,830
Net assets with donor restrictions	8,000	20,000
Total Net Assets	<u>212,150</u>	<u>235,830</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 241,823</u>	<u>\$ 250,572</u>

See Notes to Financial Statements

MANCHESTER COMMUNITY RESOURCE CENTER, INC.
STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
NET ASSETS WITHOUT DONOR RESTRICTIONS		
Support and Revenues		
Grants from governmental agencies	\$ 834,468	\$ 769,606
Grants and contributions	12,155	41,496
Building management services	16,000	16,000
Rental income	3,999	3,999
Miscellaneous income	105	-
Total Support and Revenues	<u>866,727</u>	<u>831,101</u>
Net Assets Released from Restrictions	<u>12,000</u>	<u>12,000</u>
Total Support, Revenues and Reclassifications	<u>878,727</u>	<u>843,101</u>
Expenses		
Program services	832,800	803,064
Management and general	49,577	55,694
Fundraising	8,030	7,706
Total Expenses	<u>890,407</u>	<u>866,464</u>
Change in Net Assets without Donor Restrictions	<u>(11,680)</u>	<u>(23,363)</u>
NET ASSETS WITH DONOR RESTRICTIONS		
Net Assets Released from Restrictions	<u>(12,000)</u>	<u>(12,000)</u>
Change in Net Assets with Donor Restrictions	<u>(12,000)</u>	<u>(12,000)</u>
Change in Net Assets	<u>(23,680)</u>	<u>(35,363)</u>
Net Assets, Beginning of Year	<u>235,830</u>	<u>271,193</u>
Net Assets, End of Year	<u>\$ 212,150</u>	<u>\$ 235,830</u>

See Notes to Financial Statements

MANCHESTER COMMUNITY RESOURCE CENTER, INC.

STATEMENT OF FUNCTIONAL EXPENSES

JUNE 30, 2022

	<u>Community Support</u>	<u>Workforce Development</u>	<u>Total Program</u>	<u>Management and General</u>	<u>Fundraising</u>	<u>Total Support</u>	<u>Total 2022</u>
Federal Grant Subrecipients	\$ 400,758	\$ -	\$ 400,758	\$ -	\$ -	\$ -	\$ 400,758
Salaries and Wages	-	235,588	235,588	19,986	4,376	24,362	259,950
Payroll Taxes	-	19,032	19,032	1,615	353	1,968	21,000
Employee Benefits	-	35,084	35,084	3,014	757	3,771	38,855
Building Maintenance	-	2,574	2,574	229	57	286	2,860
Insurance	-	12,323	12,323	1,095	274	1,369	13,692
Office Supplies	-	11,114	11,114	943	206	1,149	12,263
Supplies	-	25,214	25,214	19	-	19	25,233
Professional Services	-	-	-	14,082	-	14,082	14,082
Rent	-	50,850	50,850	4,520	1,130	5,650	56,500
Transportation	-	568	568	-	-	-	568
Utilities	-	8,747	8,747	778	194	972	9,719
Depreciation	-	30,723	30,723	2,731	683	3,414	34,137
Miscellaneous	-	225	225	565	-	565	790
Total Expenses	<u>\$ 400,758</u>	<u>\$ 432,042</u>	<u>\$ 832,800</u>	<u>\$ 49,577</u>	<u>\$ 8,030</u>	<u>\$ 57,607</u>	<u>\$ 890,407</u>

See Notes to Financial Statements

MANCHESTER COMMUNITY RESOURCE CENTER, INC.

STATEMENT OF FUNCTIONAL EXPENSES

JUNE 30, 2021

	<u>Community Support</u>	<u>Workforce Development</u>	<u>Total Program</u>	<u>Management and General</u>	<u>Fundraising</u>	<u>Total Support</u>	<u>Total 2021</u>
Federal Grant Subrecipients	\$ 365,453	\$ -	\$ 365,453	\$ -	\$ -	\$ -	\$ 365,453
Salaries and Wages	-	244,719	244,719	23,191	4,311	27,502	272,221
Payroll Taxes	-	18,567	18,567	1,760	326	2,086	20,653
Employee Benefits	-	32,186	32,186	2,980	663	3,643	35,829
Building Maintenance	-	1,685	1,685	150	37	187	1,872
Insurance	-	11,340	11,340	1,008	252	1,260	12,600
Office Supplies	-	9,489	9,489	938	145	1,083	10,572
Supplies	-	27,613	27,613	319	-	319	27,932
Professional Services	-	-	-	16,862	-	16,862	16,862
Rent	-	50,850	50,850	4,520	1,130	5,650	56,500
Transportation	-	2,768	2,768	-	-	-	2,768
Utilities	-	7,488	7,488	666	166	832	8,320
Depreciation	-	30,428	30,428	2,705	676	3,381	33,809
Miscellaneous	-	478	478	595	-	595	1,073
Total Expenses	<u>\$ 365,453</u>	<u>\$ 437,611</u>	<u>\$ 803,064</u>	<u>\$ 55,694</u>	<u>\$ 7,706</u>	<u>\$ 63,400</u>	<u>\$ 866,464</u>

See Notes to Financial Statements

MANCHESTER COMMUNITY RESOURCE CENTER, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
Cash Flows from Operating Activities		
Change in net assets	\$ (23,680)	\$ (35,363)
Adjustments to reconcile change in net assets to net cash provided by (used for) operating activities:		
Depreciation	34,137	33,809
Noncash contribution of use of building	12,000	12,000
(Increase) decrease in accounts receivable	(22,779)	7,248
(Increase) decrease in prepaid expense	(467)	4,211
Increase (decrease) in accounts payable	(116)	222
Increase (decrease) in accrued expenses	(4,953)	3,679
Increase (decrease) in deferred revenue	20,000	-
	<u>37,822</u>	<u>61,169</u>
Total adjustments		
Net cash provided by operating activities	<u>14,142</u>	<u>25,806</u>
Cash Flows for Investing Activities		
Payments for the purchase of equipment	(1,446)	(3,700)
Net cash used for investing activities	<u>(1,446)</u>	<u>(3,700)</u>
Net Increase (decrease) in cash	12,696	22,106
Cash, beginning of year	<u>134,304</u>	<u>112,198</u>
Cash, end of year	<u>\$ 147,000</u>	<u>\$ 134,304</u>

See Notes to Financial Statements

MANCHESTER COMMUNITY RESOURCE CENTER, INC.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2022 AND 2021

NOTE 1: NATURE OF THE ORGANIZATION

The Manchester Community Resource Center, Inc. (the Center) is a 501(c)(3) nonprofit corporation organized under the laws of New Hampshire on April 16, 2001. The Center opened its doors in October 1998 and became an independent entity in 2003 with the goal of assisting residents of Manchester to attain economic self-sufficiency and improve the overall standard of living by providing access to employment, education, information and referral services in a multicultural environment. Programs are designed to promote the development of each individual's work maturity competencies, emotional growth and social development through the acquisition of appropriate skills, knowledge, and attitudes.

The Center also administers a HUD based Community Based Development Organization grant that benefit 13 organizations this fiscal year.

The Board of Directors is comprised of at least 51% membership from residents and/or business owners from this community. The Board of Directors established a Resident Advisory Council, comprised of 100% residents and consumers of the services, to offer program recommendations.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying financial statements have been prepared in accordance with standards of the Accounting and Financial Reporting for Not-for-Profit Organizations as promulgated by the American Institute of Certified Public Accountants. They are stated on the accrual basis and include all material accounts receivable and accounts payable.

Financial Statement Presentation

The Center follows the recommendation of the Financial Accounting Standards Board as applicable to not-for-profit organizations. Under these standards, the Center is required to report information regarding its financial position and activities according to two classes of net assets, as applicable: net assets with donor restrictions or net assets without donor restrictions.

Descriptions of the two net asset categories are as follows:

Net Assets with Donor Restrictions

The part of net assets of a not-for-profit entity that is subject to donor-imposed restrictions (donors include other types of contributors, including makers of certain grants).

Net Assets without Donor Restrictions

The part of net assets of a not-for-profit entity that is not subject to donor-imposed restrictions (donors include other types of contributors, including makers of certain grants).

MANCHESTER COMMUNITY RESOURCE CENTER, INC.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2022 AND 2021

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

A donor-imposed restriction is a donor stipulation (donors include other types of contributors, including makers of certain grants) that specifies a use for a contributed asset that is more specific than broad limits resulting from the following:

- a. The nature of the not-for-profit entity (NFP)
- b. The environment in which it operates
- c. The purposes specified in its articles of incorporation or bylaws or comparable documents for an unincorporated association.

Expenses are reported as decreases in net assets without donor restrictions. Gains and losses on investments and other assets or liabilities are reported as increases or decreases in net assets without donor restrictions unless their use is restricted by explicit donor stipulations or law. Expirations of temporary restrictions on net assets, that is, the donor-imposed stipulated purpose having been accomplished and/or the stipulated time period having lapsed, are recorded as reclassifications between the applicable classes of net assets.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Center considers all unrestricted highly liquid investments with an initial maturity of three months or less to be cash equivalents. There were no cash equivalents for the years ended June 30, 2022 and 2021.

Accounts Receivable

Accounts receivable from grants and contracts are stated at the amount management expects to collect from outstanding balances. Accounts receivable do not include an allowance for doubtful accounts since the Center believes all amounts to be collectible.

Contributed Services and Items

The value of contributed services of volunteers is not reflected in these statements since the criteria for recording was not met. Contributed items are recorded at their estimated fair market value at the date of donation.

MANCHESTER COMMUNITY RESOURCE CENTER, INC.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2022 AND 2021

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Fixed Assets

Land, building and equipment is carried at cost or fair market value at the date of acquisition or donation. Depreciation is recorded on building and equipment under the straight-line method based on estimated useful lives. Expenditures for additions, renewals and betterments of buildings and equipment, unless of a relatively minor amount, are capitalized. Expenditures for maintenance and repairs are expensed as incurred.

Compensated Absences

Compensated absences including vacation leave, personal/floating holidays and sick time are earned by the number of years of service and employment status. Unused time cannot be carried from one year to the next. Salaried employees receive payment for unused earned time up to 50% of their annual earned allocation.

Contributions

Contributions received are recorded as without restrictions and with restrictions depending on the existence and/or nature of any donor restrictions.

All donor restricted support is reported as an increase in net assets with donor restrictions. When a restriction expires (that is, when a stipulated time restriction ends or the purpose of the restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and are reported in the statement of activities as net assets that are released from restrictions.

Functional Allocation of Expenses

The costs of providing the various programs and supporting services are presented on a functional basis in the Statements of Functional Expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Expenses are directly charged to the appropriate activity, where feasible. The financial statements report certain categories of expenses that are attributable to more than one program or function. Therefore, they may require allocation on a reasonable basis that is consistently applied. This basis included building use percentage and personnel cost allocations. Personnel costs are allocated based on the estimates of time and effort.

Advertising

Advertising costs are expensed as incurred in accordance with generally accepted accounting principles. Advertising expenses for the years ended June 30, 2022 and 2021 were \$53 and \$473, respectively.

Income Taxes

The Center is a 501(c)(3) organization exempt from income tax under Section 501(a) of the Internal Revenue Code. The Organization has analyzed its tax positions and has determined that there are no unrecognized tax obligations to record.

MANCHESTER COMMUNITY RESOURCE CENTER, INC.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2022 AND 2021

NOTE 3: LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The following reflects the Center's financial assets as of the statement of financial position date, reduced by amounts not available to meet cash needs for general expenditures within one year. The Center's working capital and cash flows have variations during the year primarily due to the timing of activities and collections of accounts receivable. As part of the liquidity management plan, the Center produces an annual budget that is reviewed by the board, which outlines anticipated financial needs to support the mission within the next fiscal year. To manage current cash needs, the budget is analyzed and compared to actual results throughout the year.

Current financial assets at year end:	2022	2021
Cash	\$ 147,000	\$ 134,304
Accounts receivable	45,817	23,038
Financial assets available to meet cash needs for general expenditures within one year	<u>\$ 192,817</u>	<u>\$ 157,342</u>

NOTE 4: CONCENTRATIONS OF CREDIT RISK

The majority of the funding for the Center is received directly or indirectly from the Federal Government. Accounts receivable consists primarily of amounts due from the State of New Hampshire.

NOTE 5: FIXED ASSETS

A summary of land, building and equipment follows:

	2022	2021	Estimated Useful Life
Leasehold Improvements	\$ 272,500	\$ 272,500	10 years
Furniture and fixtures	66,054	64,608	5 years
Vehicles	22,534	22,534	5 years
	361,088	359,642	
Accumulated depreciation	(328,513)	(294,376)	
	<u>\$ 32,575</u>	<u>\$ 65,266</u>	

The depreciation expense for the years ended June 30, 2022 and 2021 were \$34,137 and \$33,809, respectively.

MANCHESTER COMMUNITY RESOURCE CENTER, INC.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2022 AND 2021

NOTE 6: PROMISES TO GIVE - FUTURE USE OF BUILDING

As discussed in Note 8, the City of Manchester provides use of the current facilities at a discounted rate. The future value of this promise is \$8,000. The promise will be depleted based on the passage of time. The value for the term is as follows:

For the year ended June 30:	2023	\$	8,000
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NOTE 7: NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions consists of promises to give - future use of the building in the amount of \$8,000. These net assets with donor restrictions will be depleted by the passage of time (see Note 6).

NOTE 8: BUILDING USE

On March 8, 2013, the Center entered into a ten year operating lease with the City of Manchester for use of office and classroom space. The fair market value of the rent for this space was estimated to be \$56,500 annually for the years ended June 30, 2022 and 2021. The lease calls for the Center to pay \$28,500 annually to the City each year. As a condition of the lease, the Center must provide management services for the building. The Center has determined the value of these services to be \$16,000 annually for the years ended June 30, 2022 and 2021. The remaining value of the rent, \$12,000, represents a contribution from the City of Manchester. These annual figures are expected to remain consistent for the duration of the lease term.

In accordance with generally accepted accounting principles, the contribution from the city for the ten year period in the amount of \$120,000 was recorded as income for the year ended June 30, 2013 (see Notes 6 and 7).

A portion of the building was rented out under a month-to-month sublease agreement for a portion of the years ended June 30, 2022 and 2021. Income from that sublease totals \$3,999 per year.

NOTE 9: RETIREMENT PLAN

Starting in October 2021, the Center sponsors a SIMPLE IRA plan and matches eligible employee contributions up to 3%. The cost for the year ended June 30, 2022 was \$3,039.

MANCHESTER COMMUNITY RESOURCE CENTER, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022 AND 2021

NOTE 10: LEASE COMMITMENTS

In June 2018, the Center entered into a five year operating lease for a copy machine. The lease term called for 60 monthly payments of \$195. Payments under this agreement aggregated to \$2,599 for the year ended June 30, 2022 and \$2,602 for the year ended June 30, 2021.

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

For the year ending June 30:	2023	\$	2,145
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NOTE 11: CONTINGENT LIABILITY

The Center receives money from the Federal Government under various grants. Under the terms of these grants, the Center is required to use the money within the grant period for purposes specified in the grant proposals. If the expenditures of the grant were found not to be in compliance with the proposal, the Center might be required to repay the grantor's funds. Because specific amounts, if any, have not been determined by grantor agency audits as of June 30, 2022 and 2021, no provisions have been made for this contingency.

NOTE 12: SUBSEQUENT EVENTS

Subsequent events have been evaluated through March 13, 2023, which is the date the financial statements were available to be issued.

The COVID-19 virus is still present in the United States; however, the future potential impact and duration of the virus' impact on operations cannot be reasonably estimated at this time.

**Manchester Community Resource Center, Inc
Board of Director 2023-2024**

<p>BOARD CHAIR (4/2018) Pat Long (2/2018) State Representative & Alderman Ward 3 Manchester, New Hampshire</p>	<p>Anne-Marle Hafeman (6/2023) Elliot Hospital Director of Volunteer Resources & Community Engagement Manchester, New Hampshire CT 19/2</p>
<p>BOARD VICE CHAIR (12/2022) Lisa Walker (12/2017) Self Employed – Attorney Manchester, New Hampshire</p>	<p>John Rivera (8/2022) Hope Tabernacle Pastor Manchester, New Hampshire CT 15/3</p>
<p>BOARD SECRETARY (4/2019) Kelley Hobbs (12/2017) Southern NH University Associate Director Manchester, New Hampshire</p>	<p>Scott Ardita (12/2022) AmeriHealth Caritas FWA Coordinator/SIU Manager Manchester, New Hampshire CT 19/2</p>
<p>BOARD TREASURER VACANT</p>	<p>Biram Saldybah (4/2023) NRSA Eligible Resident Manchester, New Hampshire CT 8/3</p>
<p>Manchester Community Resource Center, Inc EX-OFFICIO MEMBER Renle Denton (6/1999) Chief Executive Officer</p> <p>STAFF RESOURCE Ryan Denton (5/2022) Director of Operations</p>	<p>Board Members Must Meet the Following Criteria:</p> <ul style="list-style-type: none"> • Be an adult over the age of 18 years • Be a resident of or work in the City of Manchester • Preference will be given to eligible residents of Manchester’s NRSA • Membership must maintain the 51% NRSA Eligible Criteria
<p>Terms of Board Members:</p> <ul style="list-style-type: none"> ▪ Terms shall run for four (4) years or until their successors are elected and qualified. ▪ Members shall not serve more than three consecutive terms for a total of twelve (12) years. ▪ Members may resign at will. 	<p>Term of Officers:</p> <ul style="list-style-type: none"> ▪ The term of office shall be two (2) years. ▪ Any officer may be re-elected by the Board Members to hold Office for three additional two (2) year term.
<p>Meeting Schedule:</p> <div style="border: 1px solid black; height: 40px; width: 100%;"></div>	

Board Members do not receive compensation for their time. The Board Officers donates an average of 3 hours per month. All other Board Members contribute an average of 1.5 hours per month.

Manchester Community Resource Center, Inc

RENIE DENTON

CAREER HIGHLIGHTS

- **Administrative:** budget development and management, contract negotiation and monitoring, staff development and supervision, development of federal reports, program evaluation, management of community facility and staff resource to Board of Directors
- **Program Development:** design, develop, implement, monitor, and evaluate a series of community-based programs. Program development included: community policing, home based therapy & crisis intervention, court advocacy, economic development and job training, educational and personal development, prevention/safety programs, housing and homelessness, food and nutrition programs, alcohol and other drug prevention, adult services, youth services and family support services
- **Case Management:** Coordinated complete case management for clients, conducted intake and assessment process, determined client eligibility, developed individualized action plans to assist in overcoming barriers to employment, provided supportive services as required, worked with a diverse population
- **Fund Development:** worked with residents of underserved communities, local business, government officials and service providers in the development of numerous grant application and community fundraising events
- **Community Relations/Networking:** developed a strong community network with service providers, local and state government offices, volunteers, law enforcement agencies and merchants.

EXPERIENCE

1999 – PRESENT

MANCHESTER COMMUNITY RESOURCE CENTER, Inc. (MCRCh)

434 Lake Avenue, Manchester, New Hampshire 03103

Chief Executive Officer

Performs all duties related to oversight of the operations and management of this multi-service non-profit agency.

1993- 1998

CONCORD HOUSING AUTHORITY

15 Pitman Street, Concord, New Hampshire 03301

Family Services Director

Designed and implemented a series of support services intended to promote the participants' intellectual, physical, emotional, economic, and social development

1974 – 1992

MANCHESTER HOUSING AND REDEVELOPMENT AUTHORITY

199 Hanover Street, Manchester, New Hampshire 03101

Youth Services Director

Developed Manchester's second largest afterschool and summer youth program. Performed all duties related to the operation of this youth program

Social Service Assistant

Provided temporary and seasonal assistance to all departments with the Social Service Division of the Housing Authority

EDUCATION

Springfield College

School of Human Services

1986

New Hampshire College

Business Administration

1984

New Hampshire Technical College

Business Management

1979

RYAN DENTON

DIRECTOR OF OPERATIONS

Manchester Community
Resource Center, Inc
MCRCnh

SKILLS

Operations Management
Program Development and
Implementation
Team Leadership and
Management
Community Engagement
Career Development
Sales and Account
Management
Strategic Planning

EDUCATION

NCDA
Cert. Career Services
Provider

ACRE
Employment Services for
People with Disabilities

University of Southern ME
Business Management

PROFILE

Dynamic Director of Operations skilled in agency-wide management, program development, and community engagement at MCRCnh. Expertise in cross-cultural environments, program evaluation, personnel leadership, and strategic partnerships. Committed to enhancing participant opportunities and community impact. Seeking to drive MCRCnh's mission through innovative strategies and impactful leadership.

EXPERIENCE

Director of Operations

2022-Present

As Director of Operations at MCRCnh, I assist with comprehensive agency management, ensuring financial stability, guiding staff, and driving impactful program development. Within a diverse setting, I lead programs and staff to assess client needs, facilitating vital job readiness opportunities. I excel in ensuring compliance, evaluating program effectiveness, and driving continuous improvements. Known for fostering robust partnerships, leading personnel, managing grants, and upholding confidentiality. My focus is on representing MCRCnh positively, advancing its mission while flexibly adapting to diverse responsibilities to drive community empowerment.

Regional Account Manager

2012-2022

With a decade of experience as a Regional Account Manager in the wine and spirits industry, I excelled in driving sales and managing accounts across diverse regions. Skilled in building lasting client relationships, I consistently surpassed sales targets by implementing strategic marketing campaigns and expanding market share. My expertise lies in driving brand presence, executing successful promotions, and delivering consistent revenue growth through targeted sales strategies.

NH Department of Health and Human Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name: Manchester Community Resource Center, Inc

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Renie Denton	Chief Executive Office	\$36,534.00	\$104,384.00
Ryna M. Denton	Director of Operations	\$38,356.00	\$85,235.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00

ARC



Lori A. Weaver
Commissioner

Karen E. Hebert
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC STABILITY

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

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March 26, 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 Economic Stability, to enter into contracts with the Contractors listed below in an amount not to exceed \$4,923,889 to provide workforce development services focused on assisting current, transitioning, and former New Hampshire Employment Program (NHEP) and Temporary Assistance for Needy Families (TANF) participants in obtaining career advancement support services and opportunities that will assist them in achieving continued upward economic mobility, ultimately mitigating the cliff effect and reducing the need for public assistance, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through June 30, 2026. 83% Federal Funds. 17% General Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Manchester Community Resource Center, Inc. (Manchester, NH)	#153471	Manchester & Nashua Region	\$1,825,347
Southern New Hampshire Services, Inc. (Manchester, NH)	#177198	Concord & Laconia Region and Rochester & Seacoast Region	\$3,098,542
		Total:	\$4,923,889

Funds are available in the following accounts for State Fiscal Years 2024 and 2025 and are anticipated to be available in State Fiscal Year 2026 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 workforce development services focused on assisting current, transitioning, and former New Hampshire Employment Program (NHEP), Temporary Assistance for Needy Families (TANF) participants in obtaining career advancement support services and opportunities that will assist them in achieving continued upward economic mobility.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 3

The Department seeks to support individuals in gaining skills, education, and workplace experience to continue their career exploration and success, ultimately mitigating the cliff effect and reducing the need for public assistance.

The workforce development services include:

- **Workforce Development Services** to assist current NHEP/TANF participants, in obtaining career advancement, job development and opportunities that will assist them in achieving continued upward economic mobility.
- **Post TANF Services** for participants who closed TANF cash assistance, and NHEP due to earnings, from the time of cash closure for a one (1) year period and those participating in the Earned Income Disregard pilot program, to increase employment retention, reduce recidivism, support ongoing training and learning opportunities that will promote career advancement, including, ongoing reduction of obstacles to gaining and retaining employment in efforts to avoid employment loss.
- **Pilot Disregard Services** for those actively participating in the 75% or 100% earned income disregard, and for participants who remain eligible for TANF cash. The disregard pilot is planned to end September 30, 2024, at which point, when participants are no longer eligible for TANF cash, they will be eligible for Post TANF Services.

Direct services are provided to participants by offering services in a family-friendly office or meeting space in the geographical region for which the participant resides, including the Contractor's office, local libraries, community colleges, community resources centers, One Stop Centers, and other establishments that are convenient to the participants. Services may be delivered individually, in a group setting, via remote workshops, by telephone, and using email and other technologies, including video conferencing.

NHEP focuses on closing skill gaps by ensuring job seekers gain and increase competencies, earning the credentials that businesses seek of employees. Additionally, NHEP promotes the upskilling of employees to enhance their eligibility for higher wage positions, while addressing workforce development and overcoming obstacles to employment and promotions. By doing so, NHEP aims to build a skilled pipeline of qualified employees to meet the needs of businesses in New Hampshire, while fostering self-confidence and preparing participants to be valued employees.

Approximately 1,000 individuals will be served during State Fiscal Years 2024, 2025, and 2026.

The Department will monitor services by:

- Participating in on-site monitoring conducted by the Department on an annual basis, unless otherwise required by the Department for the purpose of ensuring deliverables are met.
- Completing onsite monitoring including, staff interviews, participant reviews, review of program curricula and assigned activities as applicable, review of documentation and data in the New HEIGHTS system.

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 December 18, 2023 through January 31, 2024. The Department received nine (9) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheets are attached. The Department did not receive any qualified bids for two (2) regions (Claremont/Keene and Conway/

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

Littleton/Berlin). The Department re-posted a Request for Proposals to resolicit services for these regions on March 5, 2024.

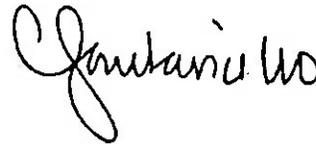
As referenced in Exhibit A of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, recipients of TANF would not have Job Development Services available to them to gain support for their economic independence and mobility, and meet the needs of New Hampshire employers. The Department would not be able to provide ongoing employment support to participants, which may result in an increase in public benefits and a reduction in the number of families that could be given opportunities to achieve economic independence.

Source of Federal Funds: Assistance Listing Number #93.558, FAIN #22NHTANF.

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

Respectfully submitted,



Lori A. Weaver
Commissioner

for:

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET**

05-95-45-450010-61270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: HUMAN SERVICES-DEHS, BUREAU OF FAMILY ASSISTANCE, EMPLOYMENT SUPPORT

Southern New Hampshire Services, Inc.				
State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	074-500589	Contracts for Program Services	TBD	\$218,645
2025	074-500589	Contracts for Program Services	TBD	\$1,382,895
2026	074-500589	Contracts for Program Services	TBD	\$1,497,002
		Sub Total		\$3,098,542

Manchester Community Resource Center, Inc.				
State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	074-500589	Contracts for Program Services	TBD	\$183,536
2025	074-500589	Contracts for Program Services	TBD	\$734,142
2026	074-500589	Contracts for Program Services	TBD	\$907,669
		Sub Total		\$1,825,347

Overall Total	\$4,923,889
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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-2024-DES-07-STREN
Project Title	Strengthening Citizens and Businesses for Economic Mobility

Manchester & Nashua	Maximum Points Available	HMCNH – Health Market Connect NH	MCRCnh – Manchester Community Resources Center, Inc.	SNHS – Southern NH Services, Inc.
Technical				
Q1 - Implementation Plan	200	60	185	180
Q2 - Infrastructure Plan	100	20	90	80
Q3 - Capacity/Staffing Plan	100	15	90	80
Q4 - Experience - Population and Challenges	100	30	90	85
Q5 - Experience - Workforce Activities	100	5	95	90
Q6 - Quality Assurance & Improvement	100	10	95	90
		0	0	0
Subtotal - Technical	700	140	645	605
If a Vendor fail to achieve 350 minimum points in the preliminary scoring, it will receive no further consideration from the evaluation team and the Vendor's Cost Proposal will remain unopened.				
Cost				
Vendor Cost	150	xxx	150	86
Vendor Budget Evaluation	150	xxx	135	110
Subtotal - Cost	300	0	285	196
TOTAL POINTS	1000	140	930	801

TOTAL PROPOSED VENDOR COST		\$1,825,347	\$3,199,345
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Reviewer Name
1 Gene Patnode
2 Briana Williamson
3 Joshua Kelly
4 Laura Ingram
5 Virginia Jones

Title
Workforce Development Administrator III
Program Specialist II - SNAP Employment & Training
Quality Assurance Specialist
Financial Manager
Program Specialist IV

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

Project ID # RFP-2024-DES-07-STREN
Project Title Strengthening Citizens and Businesses for Economic Mobility

Concord & Laconia	Maximum Points Available	HMCNH – Health Market Connect NH	SNHS – Southern NH Services, Inc.
Technical			
Q1 - Implementation Plan	200	60	180
Q2 - Infrastructure Plan	100	20	80
Q3 - Capacity/Staffing Plan	100	15	80
Q4 - Experience - Population and Challenges	100	30	85
Q5 - Experience - Workforce Activities	100	5	90
Q6 - Quality Assurance & Improvement	100	10	90
		0	0
Subtotal - Technical	700	140	605
If a Vendor fail to achieve 350 minimum points in the preliminary scoring, it will receive no further consideration from the evaluation team and the Vendor's Cost Proposal will remain unopened.			
Cost			
Vendor Cost	150	xxx	150
Vendor Budget Evaluation	150	xxx	100
Subtotal - Cost	300	0	250
TOTAL POINTS	1000	140	855

TOTAL PROPOSED VENDOR COST	\$1,565,857
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Reviewer Name
1 Gene Patnode
2 Briana Williamson
3 Joshua Kelly
4 Laura Ingram
5 Virginia Jones

Title
Workforce Development Administrator III
Program Specialist II - SNAP Employment & Training
Quality Assurance Specialist
Financial Manager
Program Specialist IV

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

Project ID # |RFP-2024-DES-07-STREN
Project Title |Strengthening Citizens and Businesses for Economic Mobility

Rochester & Seacoast	Maximum Points Available	HMCNH – Health Market Connect NH	SNHS – Southern NH Services, Inc.
Technical			
Q1 - Implementation Plan	200	60	170
Q2 - Infrastructure Plan	100	20	75
Q3 - Capacity/Staffing Plan	100	15	80
Q4 - Experience - Population and Challenges	100	30	85
Q5 - Experience - Workforce Activities	100	5	80
Q6 - Quality Assurance & Improvement	100	10	85
		0	0
Subtotal - Technical	700	140	575
If a Vendor fail to achieve 350 minimum points in the preliminary scoring, it will receive no further consideration from the evaluation team and the Vendor's Cost Proposal will remain unopened.			
Cost			
Vendor Cost	150	xxx	150
Vendor Budget Evaluation	150	xxx	130
Subtotal - Cost	300	0	280
TOTAL POINTS	1000	140	855
TOTAL PROPOSED VENDOR COST			\$1,532,685

Reviewer Name
1 Gene Patnode
2 Briana Williamson
3 Joshua Kelly
4 Laura Ingram
5 Virginia Jones

Title
Workforce Development Administrator III
Program Specialist II - SNAP Employment & Training
Quality Assurance Specialist
Financial Manager
Program Specialist IV

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

Project ID # RFP-2024-DES-07-STREN
Project Title Strengthening Citizens and Businesses for Economic Mobility

Berlin, Conway & Littleton	Maximum Points Available	HMCNH – Health Market Connect NH
Technical		
Q1 - Implementation Plan	200	50
Q2 - Infrastructure Plan	100	20
Q3 - Capacity/Staffing Plan	100	15
Q4 - Experience - Population and Challenges	100	30
Q5 - Experience - Workforce Activities	100	5
Q6 - Quality Assurance & Improvement	100	10
	0	
Subtotal - Technical	700	140
If a Vendor fail to achieve 350 minimum points in the preliminary scoring, it will receive no further consideration from the evaluation team and the Vendor's Cost Proposal will remain unopened.		
Cost		
Vendor Cost	150	XXX
Vendor Budget Evaluation	150	XXX
Subtotal - Cost	300	0
TOTAL POINTS	1000	140

TOTAL PROPOSED VENDOR COST		N/A
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Reviewer Name	Title
1 Gene Patnode	Workforce Development Administrator III
2 Briana Williamson	Program Specialist II - SNAP Employment & Training
3 Joshua Kelly	Quality Assurance Specialist
4 Laura Ingram	Financial Manager
5 Virginia Jones	Program Specialist IV

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

Project ID #	RFP-2024-DES-07-STREN
Project Title	Strengthening Citizens and Businesses for Economic Mobility

Claremont & Keene	Maximum Points Available	HMCNH – Health Market Connect NH
Technical		
Q1 - Implementation Plan	200	60
Q2 - Infrastructure Plan	100	20
Q3 - Capacity/Staffing Plan	100	15
Q4 - Experience - Population and Challenges	100	30
Q5 - Experience - Workforce Activities	100	5
Q6 - Quality Assurance & Improvement	100	10
		0
Subtotal - Technical	700	140
<p align="center">If a Vendor fail to achieve 350 minimum points in the preliminary scoring, it will receive no further consideration from the evaluation team and the Vendor's Cost Proposal will remain unopened.</p>		
Cost		
Vendor Cost	150	XXX
Vendor Budget Evaluation	150	XXX
Subtotal - Cost	300	0
TOTAL POINTS	1000	140
TOTAL PROPOSED VENDOR COST		N/A

Reviewer Name
1 Gene Patnode
2 Briana Williamson
3 Joshua Kelly
4 Laura Ingram
5 Victoria Jones

Title
Workforce Development Administrator III
Program Specialist II - SNAP Employment & Training
Quality Assurance Specialist
Financial Manager
Program Specialist IV

Subject: RFP-2024-DES-07-STREN-01 / Strengthening Citizens and Businesses for Economic Mobility

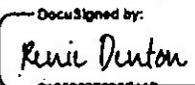
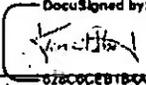
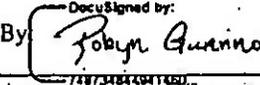
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Manchester Community Resource Center, Inc.		1.4 Contractor Address 434 Lake Avenue Manchester, NH 03103	
1.5 Contractor Phone Number 603-361-3038	1.6 Account Unit and Class 05-95-45-450010-61270000 - 074-500589	1.7 Completion Date June 30, 2026	1.8 Price Limitation \$1,825,347
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:  Date: 3/26/2024		1.12 Name and Title of Contractor Signatory Renie Denton CEO, Manchester Community Resource Center, Inc	
1.13 State Agency Signature DocuSigned by:  Date: 3/26/2024		1.14 Name and Title of State Agency Signatory Karen Hebert Division Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 3/27/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 3/26/2024

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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

OS
↑
 Contractor Initials
 Date 3/26/2024

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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **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.

23. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **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.

26. **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.

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EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3 in its entirety and replacing it as follows:

3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. 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.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5 as follows:

12.5. 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.

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Scope of Services

1. Statement of Work - Applicable to ALL Services

1.1. The Contractor must provide services to assist Temporary Assistance to Needy Families (TANF)/New Hampshire Employment Program (NHEP) participants in obtaining career advancement, support services and opportunities to achieve continued upward economic mobility. The Contractor must provide the services outlined below:

1.1.1. **Workforce Development Services**, for all TANF/NHEP participants.

1.1.2. **Post TANF Services**, for participants who closed TANF cash assistance, and NHEP due to earnings, from the time of cash closure for a one (1) year period and those participating in the Earned Income Disregard pilot program, to increase employment retention, reduce recidivism, support ongoing training and learning opportunities that will promote career advancement, including, ongoing reduction of obstacles to employment in efforts to avoid employment loss.

1.1.3. **Pilot Disregard Services (for those actively participating in the 75% or 100% earned income disregard)**, for participants who remain eligible for TANF cash, will receive services as described in Section 2.3.

1.2. The Contractor must ensure services are available and provided in the Manchester and Nashua Regions, as outlined in Geographic Region Table below.

Geographic Region Table:

District Office	City/Town
Manchester Region 1050 Perimeter Road, Suite 501 Manchester, NH 03102-3762 Phone: 603-668-2330 or 1-800-852-7493	Auburn, Bedford, Chester, Goffstown, Manchester, New Boston, and Weare.
Nashua (Southern) Region 26 Whipple Street Nashua, NH 03060-9311 Phone: 603-883-7726 or 1-800-852-0632	Amherst, Atkinson, Brookline, Danville, Derry, Greenville, Hampstead, Hollis, Hudson, Litchfield, Londonderry, Mason, Merrimack, Milford, Mont Vernon, Nashua, Newton, Pelham, Plaistow, Salem, Sandown, Wilton, and Windham.

1.3. The Contractor must provide direct services to participants by offering services in a client-friendly office or meeting space in the Geographical Region for which

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the participant is located.

1.3.1. The Contractor must have an office space in each Geographical Region where services are provided, and must also travel to community locations including, but not limited to:

- 1.3.1.1. Local libraries;
- 1.3.1.2. Community colleges;
- 1.3.1.3. Community resources centers;
- 1.3.1.4. One Stop Centers; and
- 1.3.1.5. Other state-acceptable establishments that are convenient to the participants.

1.3.2. The Contractor must ensure participants work toward achieving identified goals in an individualized manner. Providing services in a work simulated environment with identified structured curricula will be used cautiously and minimally in this service delivery model.

1.3.3. The Contractor must deliver services individually, in a group setting in which all participants have a vested interest or need, in person, via remote workshops, by telephone, and using email and other technologies, including video conferencing. Individualized services are crucial to the service delivery model and must focus on the six (6) areas of workforce development identified by the Department; which are as follows:

- 1.3.3.1. High School Credential Attainment;
- 1.3.3.2. Career Exploration and Identification;
- 1.3.3.3. Training/Credential Attainment-Licensures and/or Apprenticeship Program.
- 1.3.3.4. Completion of an Employment Portfolio.
- 1.3.3.5. Participation in a Work Experience or On-the-Job Training (OJT).
- 1.3.3.6. Career Ladder Employment.

1.4. The Contractor must actively participate in monthly meetings with the Department. Meetings will address enhancing service delivery, ensuring accountability for specified deliverables, fostering collaboration on training needs, promptly addressing issues, engaging in discussions about policy/protocol changes, and providing updates on the Contractor's progress. Other meetings with the Department may be required for a variety of other topics that include, but are not limited to:

- 1.4.1. District Office meetings;
- 1.4.2. NH Works Partner meetings;
- 1.4.3. Community stakeholder meetings; and

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1.4.4. Other meetings, as requested by the Department.

- 1.5. The Contractor must provide program information to the NHEP participants to share the supports that are available to them.
- 1.6. The Contractor must ensure that their Workforce Developers complete Job Developer Training, either within the initial year of the contract or within the initial year of employment with the Contractor. This obligation can be fulfilled by providing proof of current certification.
- 1.7. The Contractor must participate in on-site monitoring, conducted by the Department on an annual basis, or as otherwise required by the Department, to ensure services are being provided in accordance with this Contract. The on-site monitoring includes, but is not limited to:
 - 1.7.1. Staff interviews.
 - 1.7.2. Participant interviews.
 - 1.7.3. Review of program curricula and assigned activities, as applicable.
 - 1.7.4. Review of documentation and data in the Department's IT systems.
- 1.8. The Contractor must provide Workforce Developers and Post TANF Program staff, as indicated in the Staffing Table, below.

Staffing Table:

District Office	Services	
	Workforce Developer	Post TANF Program
Manchester Region	2 - 3	2 - 3
Nashua Region	2	2

- Hours may be satisfied by multiple positions, with varying schedules, to meet the needs of the participants.

1.9. The Contractor must provide the following staff to participant ratios in the Staffing Ratio Table, below.

Staffing Ratio Table:

Timeframes	Ratios	
	Workforce Developer	Post TANF Program
Effective upon G&C approval through 6/30/2025	25 : 1	30 : 1
7/1/2025 – 6/30/2026	25 : 1	35 : 1

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1.10. Scope of Services – Workforce Development Services

1.10.1. The Contractor must provide service to participants that are in alignment with the Department Career Counselor's completed assessment and employment plan, which includes immediate, near term and long-term needs, and goals of the participant.

1.10.2. The Contractor must ensure that individualized, quality and equitable services are provided to participants that are aligned with and follow the workforce development areas which include, but are not limited to:

1.10.2.1. **Expanded Career Exploration.** The Contractor must provide training and support on:

1.10.2.1.1. Labor market tools, utilization and information including: Occupational Information Network (O*NET), Bureau of Labor Statistics, Economic Labor Market Information and other state and federal assistance resources;

1.10.2.1.2. Career opportunities that are identified as in-demand with salary range increases and opportunities for upward career advancement;

1.10.2.1.3. Wage projections related to specific industries and sector partner initiative evolution;

1.10.2.1.4. Employment trends;

1.10.2.1.5. Working with employers to set up job shadows and job tours; and

1.10.2.1.6. Administering and working with skills and interest assessments.

1.10.2.2. **Training and Credentialing Attainment.** The Contractor must support and assist NHEP participants with:

1.10.2.2.1. Working with employers to identify the training necessary to fill open positions to address their employee shortages;

1.10.2.2.2. Collaborating with employers and training providers, such as the Community College System and other educational programs, to develop customized trainings to address the employee shortage needs of New Hampshire businesses; and

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- 1.10.2.2.3. Navigating available opportunities connected to apprenticeships.
- 1.10.2.3. **Employability Skills Training, Community Service, and Employment Portfolio Development.** The Contractor must provide training and development on:
 - 1.10.2.3.1. Resumes: Update to address specific occupational/industry language.
 - 1.10.2.3.2. Cover Letters.
 - 1.10.2.3.3. Employment applications.
 - 1.10.2.3.4. Interview skills and preparedness.
 - 1.10.2.3.5. Utilizing existing labor market tools and information.
 - 1.10.2.3.6. Utilizing various job search training methods.
 - 1.10.2.3.7. Interpersonal soft skills.
 - 1.10.2.3.8. Collaborating and partnering with community service agencies to increase work readiness skills.
- 1.10.2.4. **Work Experience/Internship.** The Contractor must:
 - 1.10.2.4.1. Develop work experience/internship opportunities that are in line with participant career goals.
 - 1.10.2.4.2. Ensure work experience/internship opportunities are no longer than 240 hours and do not exceed 16 weeks in duration.
 - 1.10.2.4.3. Monitor participant progress at the work experience/internship site on a bi-weekly basis.
 - 1.10.2.4.4. Monitor participant progress at the work experience/internship site on a monthly basis with the employer partner.
 - 1.10.2.4.5. Develop and execute work experience agreements with both employers and participants.
 - 1.10.2.4.6. Work with participants in collaboration with businesses through the on-boarding process.
- 1.10.2.5. **Career Ladder Employment and/or On-The-Job Training (OJT) Support.** The Contractor must assist and support participants in all areas of their employment, including but not limited to:

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- 1.10.2.5.1. The on-boarding process.
 - 1.10.2.5.2. Job retention.
 - 1.10.2.5.3. Workforce development training and other services related to employment stabilization.
 - 1.10.2.5.4. Career development and advancement.
 - 1.10.2.5.5. Wage progression.
 - 1.10.2.5.6. Re-employment supports and services.
- 1.10.3. The Contractor must become familiar with and have a strong working knowledge and understanding of the New Hampshire's Work Verification Plan and how that plan guides service delivery based on the twelve (12) allowable federal TANF activities located on the Federal Register 45 CFR Parts 261, 262, 263, and 265. <https://www.govinfo.gov/content/pkg/FR-2008-02-05/pdf/08-455.pdf>.
- 1.10.4. The Contractor, in collaboration with the Department, must provide support services, as referenced in Attachment 1 – NHEP Employment & Training Support (ETS) Activities Interface in New HEIGHTS & Bridges and direct navigation with participants to address and/or remove challenges to employment, including but not limited to:
- 1.10.4.1. Transportation.
 - 1.10.4.2. Child care.
 - 1.10.4.3. Family and work balance.
 - 1.10.4.4. Other challenges to employment that may include, but are not limited to:
 - 1.10.4.4.1. Mitigating obstacles while employed;
 - 1.10.4.4.2. Assistance with new employee acclimation to the workplace;
 - 1.10.4.4.3. Conflict resolution; and
 - 1.10.4.4.4. Assistance with unforeseen challenges, including but not limited to:
 - 1.10.4.4.4.1. Car repairs;
 - 1.10.4.4.4.2. Necessary tools of the trade; and
 - 1.10.4.4.4.3. Workplace uniforms and clothing.
- 1.10.5. The Contractor must collaborate with all State of New Hampshire Workforce partners to broaden opportunities available to participants, which includes, but is not limited to:
- 1.10.5.1. Agencies funded by the Workforce Innovation Opportunity Act (WIOA).
 - 1.10.5.2. NH Department of Education, Vocational Rehabilitation.

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- 1.10.5.3. NH Employment Security, One Stop Centers.
- 1.10.5.4. Family Resource Centers.
- 1.10.5.5. Other community partners approved by the Department.
- 1.10.6. The Contractor must collaborate with other workforce agencies and partners to coordinate and/or blend multiple funding streams necessary to support the NHEP/TANF population with tuition, reduction in challenges to employment, and employment needs, in order to prepare participants to transition from public assistance.
- 1.10.7. The Contractor must collaborate with other workforce and training providers to maintain current knowledge of the various credentialing, training, on-the-job training (OJT), apprenticeship and direct employment opportunities that are available, in order to offer those opportunities to NHEP participants.
- 1.10.8. The Contractor must work in collaboration with employers, Department Career Counselors, and participants to ensure that all parties are communicating appropriately and timely.
- 1.10.9. The Contractor must report all participant changes, including changes in employment status, to the Department Career Counselors within two (2) business days.
- 1.10.10. Reporting Requirements.
 - 1.10.10.1. The Contractor must enter individual participant data into the Department's New HEIGHTS system at least monthly, that includes but is not limited to:
 - 1.10.10.1.1. Employment data.
 - 1.10.10.1.2. Service delivery data.
 - 1.10.10.1.3. Any required documents.
 - 1.10.10.1.4. Updates to participant contact information.
 - 1.10.10.2. The Contractor must report to the Department's Bureau Chief of Employment Supports or designee by the tenth (10th) calendar day following the end of the reporting period of each month, that includes but is not limited to:
 - 1.10.10.2.1. Number of participants referred for:
 - 1.10.10.2.1.1. Work Experience.
 - 1.10.10.2.1.2. Community Service.
 - 1.10.10.2.1.3. On-the-job Training (OJT).
 - 1.10.10.2.1.4. Apprenticeship.
 - 1.10.10.2.1.5. Unsubsidized employment.
 - 1.10.10.2.2. Number of participants that started in a Work Experience/Community Service.

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- 1.10.10.2.3. Number of participants that started an OJT/Apprenticeship/Unsubsidized employment.
- 1.10.10.2.4. Number of Work Experience/Community Service agreements developed.
- 1.10.10.2.5. Number of Work Experience/Community Services agreements, actually started.
- 1.10.10.2.6. Total number of participants in Work Experiences.
- 1.10.10.2.7. Number of participants in Work Experience that led to OJT.
- 1.10.10.2.8. Number of participants in a Work Experience that led to direct employment.
- 1.10.10.2.9. Number of participants in an OJT.
- 1.10.10.2.10. Number of OJT's that led to direct employment.
- 1.10.10.2.11. Number of referrals received from Department Career Counselors in the month.
- 1.10.10.2.12. Number of overall active participants in the month.
- 1.10.10.2.13. Number of contacts with participants made in the month, broken down by the following contact methods, that include but are not limited to:
 - 1.10.10.2.13.1. Phone contact.
 - 1.10.10.2.13.2. Email and other technologies.
 - 1.10.10.2.13.3. Video conferencing.
 - 1.10.10.2.13.4. In-person.
 - 1.10.10.2.13.5. In a group setting, including workshops and job fairs.
- 1.10.10.2.14. Number of participants who entered employment.
- 1.10.10.2.15. Number of job losses in the month.
- 1.10.10.2.16. Any other data requested by the Department.

1.10.11. Performance Measures.

1.10.11.1. *Work Experience/Internship.* The Contractor must ensure:

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- 1.10.11.1.1. Minimum of 70% of participants are placed in a Work Experience/Internship within 60 days of referral date.
- 1.10.11.1.2. Minimum of 70% of participants transition from their Work Experience into either OJT, Apprenticeship or Unsubsidized Employment after completion of either 16 weeks or 240 hours in the Work Experience.
- 1.10.11.1.3. Minimum of 95% of all participants will be reached out to bi-weekly to discuss how the Work Experience is progressing.
- 1.10.11.1.4. Minimum of 95% of employer partners will receive monthly communication in order to assess participants progress, and to gather information regarding transitioning participants from their Work Experience to OJT or Unsubsidized Employment. Each monthly communication will be documented within the New HEIGHTS system.
- 1.10.11.2. *On-the-Job Training (OJT)*. The Contractor must ensure:
 - 1.10.11.2.1. Minimum of 70% of participants are placed in an OJT within 60 days of referral date.
 - 1.10.11.2.2. Minimum of 90% of all participants will enter into Unsubsidized Employment upon the completion of the OJT.
 - 1.10.11.2.3. Minimum of 95% of all participants will be reached out to bi-weekly to discuss how the OJT is progressing.
 - 1.10.11.2.4. Minimum of 95% of employer partners will receive monthly communication in order to assess participant progress as well as gather information regarding transitioning participants from their Work Experience to OJT to unsubsidized employment. Each monthly communication will be documented within the New HEIGHTS system.
- 1.10.11.3. *Apprenticeships*. The Contractor must ensure:
 - 1.10.11.3.1. Minimum of 95% of all participants will be reached out to monthly to discuss how the Apprenticeship, is progressing, including progressive wage gains.

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1.10.11.3.2. Minimum of 95% of all participants will be supported through all training aspects of the apprenticeship and all credentials, training, post-secondary educational achievements will be captured.

1.10.11.3.3. Minimum of 95% ongoing communication with apprenticeship partners. Each monthly communication will be documented within the New HEIGHTS system.

1.10.11.4. *Unsubsidized Employment* for those in NHEP, the Disregard Pilot and the Post TANF Program (as appropriate for individual situations and needs). The Contractor must ensure:

1.10.11.4.1. Minimum of 95% of all participants will be reached out to monthly, to discuss how the job is progressing, including a focus on the following (as appropriate):

1.10.11.4.1.1. Workforce development training, including credentials, upskilling, employer provided training opportunities, etc.

1.10.11.4.1.2. Career development and advancement including, high demand industries.

1.10.11.4.1.3. Wage progression.

1.10.11.4.1.4. Job retention, related to employment stabilization.

1.10.11.4.1.5. Re-employment supports and services.

1.10.11.4.1.6. Mitigating obstacles to employment.

1.10.11.4.1.7. Employment and training assistance services.

1.10.11.4.2. Each monthly communication will be documented within the New HEIGHTS system.

1.11. Scope of Services – Post TANF Program Services for NHEP

1.11.1. The Contractor must make and document at least three (3) contact attempts to successfully engage each individual offered services in the Post TANF Program within ten (10) business days of receipt of a

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referral from the Department, which will include the NHEP participant contact information.

1.11.1.1. Phone contact.

1.11.1.2. Email and other technologies.

1.11.1.3. Video conferencing.

1.11.1.4. In-person.

1.11.1.5. In a group setting, including workshops and job fairs.

1.11.2. The Contractor must utilize the Department's New HEIGHTS system to document all contact and activities with participants in the Post TANF Program.

1.11.3. The Contractor must ensure that different contact methods are utilized, in efforts to reach Post TANF participants and/or participants in the Disregard Pilot Program, including in-person, at the home of the participant (with their verbal permission), and/or in-person in the community, when necessary and appropriate. Contact and/or services should be provided no less than twice per month.

1.11.4. The Contractor must provide resource and services to meet the individual needs of the participant to assist the participant in meeting employment goals which may include, but are not limited to:

1.11.4.1. Referrals for services;

1.11.4.2. Direct delivery of services; and

1.11.4.3. Authorization of payment for services.

1.11.5. **Transitional Workforce Services:**

1.11.5.1: The Contractor must ensure that individuals receive transitional workforce services to assist them in transitioning from one job to another or from one career area to another, on an as needed basis, in the following areas:

1.11.5.1.1. Career counseling;

1.11.5.1.2. Workforce development training and other services related to employment stabilization;

1.11.5.1.3. Job retention; and

1.11.5.1.4. Post TANF employment.

1.11.6. **Stabilization and Support Services:**

1.11.6.1. The Contractor must approve and provide payment for stabilization and support services, as referenced in Attachment 1 – NHEP Employment & Training Support

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(ETS) Activities Interface in New HEIGHTS & Bridges, on an as needed basis in the following areas:

- 1.11.6.1.1. Transportation allowances;
- 1.11.6.1.2. Auto repairs;
- 1.11.6.1.3. Dental care;
- 1.11.6.1.4. Uniforms and tools;
- 1.11.6.1.5. Eye glasses;
- 1.11.6.1.6. Child care;
- 1.11.6.1.7. Tuition assistance;
- 1.11.6.1.8. Technology and access to technology; and
- 1.11.6.1.9. Other items approved by the Department.

1.11.6.2. The Contractor must provide supporting documentation upon the Department's request for all supportive services, in accordance with Exhibit C.

1.11.6.3. The Contractor must coordinate with appropriate local resources to connect participants, on an as needed basis to the services and assistance that will support them in their progression toward upward economic mobility.

1.11.7. High School Credential Attainment. The Contractor must:

1.11.7.1. Have a working knowledge of the Adult Education system in New Hampshire and support participants in navigating the services required to work toward the obtainment of their High School Credential.

1.11.7.2. Provide assistance and support to participants in all aspects of the attainment of a secondary school diploma, High School (HS) or High School Equivalency Test (HiSet).

1.11.8. Job Retention/Post-Employment Services:

1.11.8.1. The Contractor must provide and ensure that participants receive the following job retention and post-employment services, on an as needed basis, in the following areas:

- 1.11.8.1.1. Ongoing communication;
- 1.11.8.1.2. Support with employment issues;
- 1.11.8.1.3. Interpersonal skills;
- 1.11.8.1.4. Workplace mentoring;
- 1.11.8.1.5. Crisis prevention and resolution;
- 1.11.8.1.6. Linkages with job training; and
- 1.11.8.1.7. Occupational skills training to obtain, maintain and upgrade employment.

1.11.9. Wage Progression:

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1.11.9.1. The Contractor must provide and ensure that referred participants receive wage progression services, in the following areas, as needed:

- 1.11.9.1.1. Self-advocacy and leadership skills;
- 1.11.9.1.2. Occupation and wage information;
- 1.11.9.1.3. Financial literacy training, including:
 - 1.11.9.1.3.1. Household budgeting;
 - 1.11.9.1.3.2. Methods to increase ~~of~~ credit scores;
 - 1.11.9.1.3.3. Banking, including checking and saving accounts; and
 - 1.11.9.1.3.4. Interest rates.
- 1.11.9.1.4. Federal Earned Income Tax Credit and Child Tax Credit counseling; and
- 1.11.9.1.5. Work Opportunity Tax Credits.

1.11.10. Re-Employment Services:

1.11.10.1. The Contractor must provide and ensure that referred participants receive the following re-employment services to reach their desired career goals:

- 1.11.10.1.1. Comprehensive workforce development and job search skills;
- 1.11.10.1.2. Job leads and introductions to employers; and
- 1.11.10.1.3. Assistance with reactivating available benefits during re-employment search phase and/or during occupational training.

1.11.11. Reporting Requirements:

1.11.11.1. The Contractor must enter individual participant data and updates into the Department's New HEIGHTS system on the day that contact is made with the participant and/or services are delivered. Updated contact/service data must include, but is not limited to:

- 1.11.11.1.1. Employment data.
- 1.11.11.1.2. Post-Secondary enrollment/achievement data.
- 1.11.11.1.3. Client demographics.
- 1.11.11.1.4. Service delivery data.
- 1.11.11.1.5. Any required documents.
- 1.11.11.1.6. Participant's contact data.

1.11.11.2. The Contractor must submit a monthly programmatic report,

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to the Department's Bureau Chief of Employment Supports or designee by the tenth (10th) day of each month, to the Department, monthly and year to date totals of the following:

- 1.11.11.2.1. Number of referrals from Department Career Counselors in the month.
- 1.11.11.2.2. Number of individuals that became active participants from referrals received in the month.
- 1.11.11.2.3. Number of overall active participants in the month.
- 1.11.11.2.4. Number of cumulative active participants to date in the contract year (non-duplicative count).
- 1.11.11.2.5. Number of contacts in the month, to include contact type.
- 1.11.11.2.6. Number of participants who entered employment.
- 1.11.11.2.7. Number of job losses in the month.
- 1.11.11.2.8. Number of participants enrolled in education.
- 1.11.11.2.9. Number of participants who discontinued education prior to completion.
- 1.11.11.2.10. Number of participants who completed education.

1.11.12. Performance Measures. The Contractor must ensure:

- 1.11.12.1. Minimum of 80% of participants enrolled in the Post TANF Program complete an up-to-date employment portfolio.
- 1.11.12.2. Minimum of 75% of participants enrolled in the Post TANF Program, including those in the Disregard Pilot Program, receive financial literacy services based on the strengths and needs of the participant identified on their financial literacy assessment, completed at the time they started with NHEP, including subsequent training in this area to date.
- 1.11.12.3. Minimum of 80% of participants who enroll in the Post TANF Program, including those in the Disregard Pilot Program, receive contact and services from their Career Counselor on a bi-weekly basis; or at a minimum of monthly.
- 1.11.12.4. Minimum of 70% of Post TANF Program participants maintaining employment, Second Quarter after exit from NHEP.
- 1.11.12.5. Minimum of 70% of participants enrolled in the Post TANF Program maintain employment for the Post TANF Program year, Fourth Quarter after exit from NHEP.

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1.11.12.6. Rate of TANF program recidivism of Post TANF Program participants is 20% or less.

1.11.12.7. Minimum of 10% of participants who enter Post TANF Program without an occupational skills training credential/post-secondary degree/license will obtain an occupational skills training credential/post-secondary degree/license while in the program.

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. Confidential Data

1.13.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.

1.13.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

1.14. Privacy Impact Assessment

1.14.1. Upon request, the Contractor must allow and assist the Department

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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:

- 1.14.1.1. How PII is gathered and stored;
 - 1.14.1.2. Who will have access to PII;
 - 1.14.1.3. How PII will be used in the system;
 - 1.14.1.4. How individual consent will be achieved and revoked; and
 - 1.14.1.5. Privacy practices.
- 1.14.2. 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.
- 1.15. Department Owned Devices, Systems and Network Usage
- 1.15.1. Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, 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 fulfillment of this Agreement, must:
 - 1.15.1.1. 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;
 - 1.15.1.2. 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;

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- 1.15.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
- 1.15.1.4. 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;
- 1.15.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
- 1.15.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
- 1.15.1.7. 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."
- 1.15.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 1.15.1.9. Agree when utilizing the Department's email system:
 - 1.15.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov";
 - 1.15.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
 - 1.15.1.9.3. 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

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message and any attachments from your system. Thank you for your cooperation."

1.15.1.10. 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:

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

1.15.1.10.2. 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 Agreement and annually thereafter.

1.15.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.

1.15.1.11. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.15.1.12. Contractor 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.

1.15.2. Workspace Requirement

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

1.5.2 The Contractor must utilize the Department's State-owned loaned assets to expand upon their personnel's ability to perform the scope of work outlined

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in Exhibit B – Scope of Services. The loaned assets are outlined in Exhibit B-1 Department Loaned Asset Inventory, which is attached hereto and incorporated by reference herein. The Contractor agrees to the following terms regarding the use of loaned assets:

- 1.5.2.1 Assets to be Used by User: Subject to the terms and conditions of this Agreement, the Department agrees to provide to User with the Assets listed on Exhibit B-1 Department Loaned Asset Inventory, which is attached hereto and incorporated by reference herein. This is a non-transferable right for the User to use the Assets. The type of asset and quantity deployed will be determined jointly by the Contractor and the Department. An Asset inventory reflecting the deployed Assets will be managed by the Department with input and validation by the Contractor and will be updated as needed for asset management for the duration of this Agreement.
- 1.5.2.2 The Contractor agrees to use and operate the assets only in conjunction with the business use stated herein for administration of the Exhibit B – Scope of Services, unless otherwise agreed upon by mutual written consent, and with written exception approval by the Department's Information Security or Deputy Information Security Officer.
- 1.5.2.3 The Contractor agrees the terms and conditions of the entire Agreement apply to the loaned assets as well.
- 1.5.2.4 The Contractor agrees the loaned assets will not be taken out of the contiguous United States nor will remote software be used to remote into the device from outside the contiguous United States.
- 1.5.2.5 The Contractor acknowledges the assets will be provided with specific standard Microsoft software identified on Exhibit B-1 Department Loaned Asset Inventory. The Contractor agrees it will not purchase for or install software in the loaned asset. If non-standard software is required, the Contractor and the Department's Division of Economic Stability's Information Services Lead will work with the Department's Security Office to obtain appropriate approvals and security reviews prior to software/application procurement and installation.
- 1.5.2.6 The Contractor acknowledges the Department's Security Office and NH DoIT will provide technical assistance or IT support in association with the use of the assets. New HEIGHTS System technical team, the system contractor, and/or NH Department of

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Information Technology (DoIT) will provide technical assistance or IT support for the use of the system as applicable.

1.5.2.7 The Contractor understands the loaned assets may be replaced by the Department or NH DoIT over the life of the Agreement and agrees to comply with requirements to return and receive new devices as directed by the Department and/or NH DoIT.

1.5.2.8 The Contractor understands and agrees that the Department retains ownership of the loaned assets and will return them to the Department in good working condition within thirty (30) days of contract termination, inclusive of any amendments to extend the contract term.

1.16. Upon termination of the Agreement the assets will be returned to the Department's Information Security Office and the data preserved per the terms and conditions of the Agreement and, if applicable, the Contract End-of-Life Transition plan. Contract End-of-Life Transition Services

1.16.1. General Requirements

1.16.1.1. If applicable, upon termination or expiration of the Agreement 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.

1.16.1.2. 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

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Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

1.16.1.3. 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.

1.16.1.4. 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 Agreement.

1.16.1.5. Should the data Transition extend beyond the end of the Agreement, the Contractor agrees that the 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.

1.16.1.6. 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 the Department's DHHS Information Security Requirements Exhibit.

1.16.2. Completion of Transition Services

1.16.2.1. 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.

1.16.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the

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terms and conditions of the Department's Information Security Requirements Exhibit.

1.16.3. Disagreement over Transition Services Results

1.16.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, 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 Agreement.

1.17. Website and Social Media

1.17.1. 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.

1.17.2. 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 the terms of the Department's Information Security Requirements Exhibit, the Business Associate Agreement signed by the parties, and all applicable Department and federal law, rules, and agreements. Unless specifically required by the Agreement 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.

1.17.3. State of New Hampshire's Website Copyright

1.17.3.1. 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.

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2. Exhibits Incorporated

- 2.1. The Contractor must comply with all Exhibit D Federal Requirements, which are attached hereto and incorporated by reference herein.
- 2.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit E, DHHS Information Security Requirements.
- 2.3. 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 F, Business Associate Agreement, which has been executed by the parties.

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:
 - 3.2.1.1. A detailed description of the language assistance services, within ten (10) days of the Effective Date of the Agreement, 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.
 - 3.2.1.2. A written attestation, within 45 days of the Effective Date of the Agreement and annually thereafter, that all personnel involved the provision of services to individuals under this Agreement have completed, within the last 12 months, the Contractor Required Training Video on Civil Rights-related Provisions in DHHS Procurement Processes, which is accessible on the Department's website

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(<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>); and

- 3.2.1.3. The Department's Federal Civil Rights Compliance Checklist within ten (10) days of the Effective Date of the Agreement. The Federal Civil Rights Compliance Checklist must have been completed within the last 12 months and is accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>).

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.

3.4. Operation of Facilities: Compliance with Laws and Regulations

- 3.4.1. In the operation of any facilities for providing services, the Contractor must comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which must impose an order or duty upon the contractor with respect to the operation of the facility of

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the provision of the services at such facility. If any governmental license or permit must be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities must comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and must be in conformance with local building and zoning codes, by-laws and regulations.

4. Records

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

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

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

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

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

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3/26/2024

Attachment 1 – NHEP ETS Activities Interface in New HEIGHTS & Bridges

Employment & Training Support (ETS) Services

The following information is intended for use by the NHEP Employment Counselors when authorizing ETS services for eligible clients, using New HEIGHTS and Bridges systems for active participants.

If ETS services are funded by the Contractor for the Post TANF Program, adhere to the following guidelines.

Bridges/New HEIGHTS Activities Interface

New HEIGHTS SYSTEM		BRIDGES		
ACTIVITY	CODE	ACTIVITY	CODE	ALLOWABLE SERVICE
ABE/GED Contract	AB	Education	02	01-17
ABE/GED Non-Contract	GE	Education	02	01-17
AWEP	AW	AWEP	08	01-07, 10-18
AWEP Concurrent	A1	AWEP	08	01-07, 10-18,
Barrier Resolution	BR	Barrier Resolution	10	01, 06, 07, 16, 17, 19
CWEP (Community Service)	CS	CWEP	13	01-07, 10-18
CWEP Concurrent	C1	CWEP	13	01-07, 10-18
Employment	EM	Employment	01	01-07, 10-17
Employment 1st Concurrent	E1	Employment	01	01-07, 10-17
Employment 2nd Concurrent	E2	Employment	01	01-07, 10-17
English as a Second language	EN	Education	02	01-17
English as a Second language Concurrent	N1	Education	02	01-17
Family Intervention	FI	Job Readiness	10	01, 06, 07, 16, 17, 19
High School	HS	Education	02	01-17
HomeCare Works	HC	OJT	07	01-17
Job Readiness	JR	Job Readiness	04	01-07, 10-17
Job Search	JS	Job Search	06	01-07, 10-17
OJT	OJ	OJT	07	01-17
Post-Secondary Education	PS	Post-Secondary	05	01-17
Self-Employment	SE	Employment	01	01-07, 10-17
Self-Employment Concurrent	SA	Employment	01	01-07, 10-17
Single Course	SC	Single Course	09	01-17
Single Course Concurrent	S1	Single Course	09	01-17
Vocational Educational Training	CT	Vocational Skills Training	03	01-17
Workplace Success (CWEP)	JC	CWEP	13	01-07, 10-17
Workplace Training – Secondary activity offered at the Workplace Success OR any other secondary training program.	TO	Single Course	09	01-17

Attachment I – NHEP ETS Activities Interface in New HEIGHTS & Bridges

- TANF Cash must be open, client must be enrolled in the Work Program, and meeting participation to receive ETS services
- All requests for ETS services must be preapproved by the ECS
- All ETS services must be authorized in the activity requiring the service
- Providers must submit bill no more than 90 days after ETS Service end date
- Transportation is the only ETS that can span two fiscal years

Service Code and Type Payment Method Form #	Requirements	Service Codes Group General Limits Time Limits
01 Child Care Registration PROVIDER 255	<ul style="list-style-type: none"> • Authorize under case head RID # • Cannot be used for first week of CC • One-time payment per child per provider per SFY 	01-05 Combined- \$500 SFY Individual- None 2 month, 1 SFY
02 Education/Training PROVIDER 255		01-05 Combined- \$500 SFY Individual- None 2 month, 1 SFY
03 Books & Supplies PROVIDER 255		01-05 Combined- \$500 SFY Individual- None 2 month, 1 SFY
04 Uniforms PROVIDER 255	<ul style="list-style-type: none"> • Must be used for uniforms only • Must complete Clothing Request Approval Form 274T 	01-05 Combined- \$500 SFY Individual- None 2 month, 1 SFY
05 Tools of the Trade PROVIDER 255		01-05 Combined- \$500 SFY Individual- None 2 month, 1 SFY
06 Auto Repair BOTH 255	<ul style="list-style-type: none"> • Must be determined the auto is necessary to participate in NHEP • Copy of valid driver's license/auto registration must be on file • Review written estimate of the cost of repairs from an auto repair business to include: <ul style="list-style-type: none"> ✓ Name, address and phone # of the business ✓ Itemized list of repairs including parts, labor, and associated costs necessary to make the vehicle functional and safe ✓ NHEP Roadworthy Statement indicating the vehicle is worth repairing • Vehicle must be registered to client, other parent in 2-parent case, or dependent child <p>(Written estimate must be submitted in advance of service being provided except in an emergency where the vehicle requires towing.)</p>	06 \$500 SFY 2 month, 1 SFY
07 Transportation CLIENT 256		07 & 17 Combined- \$160/mo. 12 month, 2 SFY
17 Public/Private Carrier PROVIDER 256A	<ul style="list-style-type: none"> • Can be multi-ride or monthly pass 	07 & 17 Combined- \$160/mo. 4 month, 1 SFY
08 Tuition PROVIDER 257	<ul style="list-style-type: none"> • Used for: Post-Secondary Education, or Vocational Training • Before authorizing, The ECS must receive: <ul style="list-style-type: none"> ✓ the name of the program, ✓ proof of enrollment, 	\$1575 SFY 6 month, 1 SFY

Attachment 1 – NHEP ETS Activities Interface in New HEIGHTS & Bridges

08 Tuition (cont.) PROVIDER 257	<ul style="list-style-type: none"> ✓ the class schedule, and ✓ the expected start and end dates. • Education & Training Assessment Checklist must be completed • Vocational assessment must have been completed and program match career goals • All other sources of funding (PELL Grants, WIOA funding etc.) must have been exhausted 	<p style="text-align: right;">\$1575 SFY 6 month, 1 SFY</p>
10 Auto Insurance BOTH 255	<ul style="list-style-type: none"> • May be billed prior to service provided • Auto insurance for only the usual and customary rates, not for higher rates due to accidents, violations, etc. • A statement of coverage & charges from the provider is needed • Must provide a minimum of 12 months of coverage • May, only, be used if auto insurance is a condition of employment 	<p style="text-align: right;">10-12, 14-16 Combined- \$750 Individual- None 2 month, 1 SFY</p>
11 Auto Registration CLIENT 255	<ul style="list-style-type: none"> • May be billed prior to service provided • Client provides current registration as an estimate of cost or an estimate from the city clerk's office • Client provides copy of valid driver's license • Cannot be used for vanity plates • Vehicle must be registered to client, other parent in 2-parent case, or dependent child 	<p style="text-align: right;">10-12, 14-16 Combined- \$750 Individual- \$350 2 month, 1 SFY</p>
12 Driver's License Fees CLIENT 255	<ul style="list-style-type: none"> • May be billed prior to service provided • Recipient must provide copy of the new license 	<p style="text-align: right;">10-12, 14-16 Combined- \$750 Individual- \$90 2 month, 1 SFY</p>
14 Work/Office clothing BOTH 255	<ul style="list-style-type: none"> • Not for uniforms • Must be approved for activity appropriate clothing only. • Must complete Clothing Request Approval Form 274T 	<p style="text-align: right;">10-12, 14-16 Combined- \$750 Individual- \$200 2 month, 1 SFY</p>
15 Personal Care BOTH 255	<ul style="list-style-type: none"> • Used for haircuts and personal care items (Toothpaste/toothbrush, deodorant, etc.) 	<p style="text-align: right;">10-12, 14-16 Combined- \$750 Individual- \$25 2 month, 1 SFY</p>
16 E/O Other BOTH 255	<ul style="list-style-type: none"> • Requires FSM approval if: <ul style="list-style-type: none"> > Auto repair exceeds \$300 > Incidentals (CBC; clothing, etc.) exceeds \$60 • All other resources must be exhausted 	<p style="text-align: right;">10-12, 14-16 Combined- \$750 Individual- None 2 month, 1 SFY</p>
13 Dental PROVIDER 255	<ul style="list-style-type: none"> • Requires FSM approval if over \$200 • All other resources must be exhausted • Cannot be approved for Prophylaxis or Orthodontics • Surgery covered under Medicaid 	<p style="text-align: right;">13 \$1500 SFY 4 month, 1 SFY</p>
18 Mentor Program (CC Solutions) PROVIDER 255		<p style="text-align: right;">18 \$800/Provider \$1000 SFY 2 month, 1 SFY</p>
19 Assessment PROVIDER 255		<p style="text-align: right;">19 \$800 SFY 2 month, 1 SFY</p>

**Exhibit B - 1
Department Loaned Asset Inventory**

Contractor Company Name: _____

Full Name of Primary Contractor Point-of-Contact (POC) for Assets: _____

Full Name of Department POC for Assets: _____

Contractor POC Email Address:	Department POC Email Address:
Contractor POC Phone Number:	Department POC Phone Number:
Contractor POC Office Address:	Department POC Office Address:

Asset Description	Model Number	Quantity
Dell Latitude 5310 i5, 16GB DDR4 RAM, 256 SSD, LTE (includes power adapter/cord, Windows 10)		
Dell WD19 Docking Station (includes power adapter/cord)		
Dell P2217 Monitor (includes power cable, VGA cable, DisplayPort cable)		
Dell Pro Briefcase		
Dell KB1 Wired Keyboard		
Dell MS1 Wired Mouse		
Microsoft Office Professional		



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EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 83% Federal funds, Administration for Children and Families, as awarded on February 7, 2024, by the Department of Health and Human Services, Temporary Assistance for Needy Families Program, ALN #93.558, FAIN #22NHTANF.
 - 1.2. 17% General funds.
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 Exhibit C-1, Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 4.4. Includes supporting documentation of allowable costs including, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable. The Contract shall provide the supporting documentation:
 - 4.4.1. With each invoice unless otherwise determined by the Department.
 - 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 besinvoices@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street

**New Hampshire Department of Health and Human Services
Strengthening Citizens and Businesses for Economic Mobility**

EXHIBIT C

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.
 - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
 - 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

**New Hampshire Department of Health and Human Services
Strengthening Citizens and Businesses for Economic Mobility**

EXHIBIT C

- 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 upon request.
- 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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Exhibit C-1 Budget

New Hampshire Department of Health and Human Services Contractor Name: <i>Manchester Community Resource Center, Inc.</i> Budget Request for: <i>Strengthening Citizens and Businesses for Economic Mobility - Manchester & Nashua Region</i> Budget Period: <i>Effective G&C approval through June 30, 2026</i> Indirect Cost Rate (if applicable) 9.50%			
Line Item	Program Cost - Funded by DHHS - SFY 24	Program Cost - Funded by DHHS - SFY 25	Program Cost - Funded by DHHS - SFY 26
1. Salary & Wages	\$92,940	\$426,511	\$534,839
2. Fringe Benefits	\$23,267	\$106,798	\$110,738
3. Consultants	\$0	\$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.	\$7,042	\$1,358	\$1,435
5.(a) Supplies - Educational	\$2,936	\$5,744	\$10,068
5.(b) Supplies - Lab	\$0	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0	\$0
5.(e) Supplies - Office	\$2,821	\$4,285	\$6,090
6. Travel	\$860	\$3,440	\$3,640
7. Software	\$2,150	\$7,800	\$7,800
8. (a) Other - Marketing/Communications	\$2,364	\$11,420	\$12,255
8. (b) Other - Education and Training	\$6,476	\$6,932	\$7,000
8. (c) Other - Other (specify below)	\$0	\$0	\$0
<i>Other (please specify): Postage</i>	\$264	\$1,001	\$1,050
<i>Other (please specify): Printing</i>	\$834	\$2,424	\$3,151
<i>Other (please specify): Facility</i>	\$6,534	\$26,136	\$26,131
<i>Other (please specify): ETS Funds</i>	\$18,000	\$62,000	\$100,000
<i>Other (please specify): Insurance</i>	\$1,125	\$4,500	\$4,725
<i>Other (please specify)</i>	\$0	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0	\$0
9. Subrecipient Contracts	\$0	\$0	\$0
Total Direct Costs	\$167,613	\$670,449	\$828,922
Total Indirect Costs	\$15,923	\$63,693	\$78,748
Subtotals	\$183,536	\$734,142	\$907,669
TOTAL			\$1,825,347

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION A: CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR CONTRACTORS 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 contractors (and by inference, sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a contractor (and by inference, 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 Agreement 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 Agreement. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of Agreements, 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 Contractor 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 Contractor'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 Contractor'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 Agreement 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 Agreement, 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;

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

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- 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 contract officer on whose contract 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 Agreement;
 - 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 Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific Agreement.

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.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION B: CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and Byrd Anti-Lobbying Amendment (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, loan, or cooperative agreement (and by specific mention 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, loan, or cooperative agreement (and by specific mention sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, see <https://omb.report/ocr/201009-0348-022/doc/20388401>).
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, 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.

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Exhibit D
Federal Requirements

Contractor's Initials 
Date 3/26/2024

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION C: 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 12689 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 Agreement, 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 Agreement 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 <https://www.govinfo.gov/app/details/CFR-2004-title45-vol1/CFR-2004-title45-vol1-part76/context>.
6. The prospective primary participant agrees by submitting this Agreement 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) <https://www.ecfr.gov/current/title-22/chapter-V/part-513>.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

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 (Agreement) 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 (Agreement), 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 (Agreement).
14. The prospective lower tier participant further agrees by submitting this proposal (Agreement) 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.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION D: CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS

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:

The Contractor will comply, and will require any subcontractors to comply, with any applicable federal requirements, which may include but are not limited to:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).
2. 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;
3. 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;
4. 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);
5. 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;
6. 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;
7. 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;
8. 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;
9. 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;
10. 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.
11. The Clean Air Act (42 U.S.C. 7401-7671q.) which seeks to protect human health and the environment from emissions that pollute ambient, or outdoor, air.

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Federal Requirements

Contractor's Initials ds
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New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

12. The Clean Water Act (33 U.S.C. 1251-1387) which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.
13. Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) (41 U.S.C. 1908) which establishes administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
14. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) which establishes that all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
15. Rights to Inventions Made Under a Contract or Agreement 37 CFR § 401.2 (a) which establishes the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the Agreement. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of Agreements, or government wide suspension or debarment.

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 Agreement, the Contractor agrees to comply with the provisions indicated above.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION E: 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 Agreement, 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.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION F: 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 \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, 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 sub award or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique Entity Identifier (SAM UEI; DUNS#)
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.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

FORM A

As the Grantee 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: X6RBVRK2VBD4
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here
If the answer to #2 above is YES, please answer the following:

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

NO YES

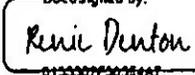
If the answer to #3 above is YES, stop here
If the answer to #3 above is NO, please answer the following:

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

Name: _____	Amount: _____

Contractor Name: Manchester Community Resource Center, Inc

3/26/2024
Date: _____

DocuSigned by:

 Name: Renie Denton
 Title: CEO, Manchester Community Resource Center, Inc

New Hampshire Department of Health and Human Services

Exhibit E

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

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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.

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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.

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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, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

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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

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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/doiit/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.

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- 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;

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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

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov



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Exhibit F

BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity." The Contractor and the Department are collectively referred to as "the parties."

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

(1) Definitions

- a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:
 - "Breach," "Designated Record Set," "Data Aggregation," Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."
- b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.
- c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.
- d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.
- e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.
- f. "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.

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

- a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including but not

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limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

- b. Business Associate may use or disclose PHI, as applicable:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, according to the terms set forth in paragraph c. and d. below;
 - III. According to the HIPAA minimum necessary standard;
 - IV. For data aggregation purposes for the health care operations of the Covered Entity; and
 - V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.
- c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.
- d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.
- c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.
- d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or

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security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

- I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - II. The unauthorized person who accessed, used, disclosed, or received the protected health information;
 - III. Whether the protected health information was actually acquired or viewed; and
 - IV. How the risk of loss of confidentiality to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.
 - f. 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 US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.
 - g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.
 - h. Within ten (10) 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 BAA and the Agreement.
 - i. 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.
 - j. 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.
 - k. Business Associate shall document any disclosures of PHI and information related to any 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.
 - l. 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

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accordance with 45 CFR Section 164.528.

- m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) 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.
- n. Within thirty (30) 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-ups of such PHI in any form or platform.
- VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, 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 as long as the 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 post a current version of the Notice of the Privacy Practices on the Covered Entity's website:
<https://www.dhhs.nh.gov/oos/hipaa/publications.htm> in accordance with 45 CFR Section 164.520.
- 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 BAA, 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 of Agreement for Cause

- a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. 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.

(6) Miscellaneous

- a. Definitions, Laws, and Regulatory References. All laws and regulations

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herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Business Associate Agreement, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.

- b. Change in law - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other 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 BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.
e. Segregation - If any term or condition of this BAA 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 BAA are declared severable.
f. Survival - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3) n.l., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services

Manchester Community Resource Center, Inc

The State

Name of the Contractor

DocuSigned by:

DocuSigned by:

[Signature]

[Signature]

Signature of Authorized Representative

Signature of Authorized Representative

Karen Hebert

Renie Denton

Name of Authorized Representative

Name of Authorized Representative

Division Director

CEO, Manchester Community Resource Center, Inc

Title of Authorized Representative

Title of Authorized Representative

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

This Amendment to the Strengthening Citizens and Businesses for Economic Mobility 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 April 10, 2024 (Item #15), 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:
\$4,527,795
2. Modify Exhibit B, Scope of Services, Section 1. Statement of Work – Applicable to ALL Services, Subsection 1.2., to read:
 - 1.2. The Contractor must ensure services are available and provided in the Berlin, Concord, Conway, Laconia, Littleton, Rochester, and Seacoast Regions, as outlined in the Geographical Region Table, below.

Geographical Region Table:

District Office	City/Town
Berlin Region 650 Main Street, Suite 200 Berlin, NH 03570-2431 Phone: 603-752-7800 or 1-800-972-6111	Berlin, Clarksville, Colebrook, Columbia, Dixville, Dummer, Errol, Gorham, Groveton, Milan, Millsfield, N. Stratford, Northumberland, Percy, Pittsburg, Randolph, Shelburne, Stark, Stewartstown, Stratford, Wentworth's Location, and W. Stewartstown.
Concord Region 40 Terrill Park Drive Concord, NH 03301-9955 Phone: 603-271-6201 or 1-800-322-9191	Allenstown, Andover, Boscawen, Bow, Bradford, Canterbury, Chichester, Concord, Contoocook, Danbury, Dunbarton, Elkins, Epsom, Franklin, Henniker, Hill, Hillsboro, Hooksett, Hopkinton, Loudon, New London, Newbury, Northfield, Pembroke, Penacook, Pittsfield, Salisbury, Suncook, Sutton, Warner, Webster, and Wilmot.
Conway Region 73 Hobbs Street Conway, NH 03818-6188 Phone: 603-447-3841 or 1-800-552-4628	Albany, Bartlett, Brookfield, Chatham, Chocorua, Conway, Eaton, Effingham, Freedom, Glen, Hale's Location, Hart's Location, Intervale, Jackson, Kearsarge, Madison, Melvin Village, Moultonborough, N. Conway, Ossipee, Sanbornville, Sandwich, Snowville, Tamworth, Tuftonboro, Wakefield, and Wolfeboro.

Laconia Region 65 Beacon Street West Laconia, NH 03246-9988 Phone: 603-524-4485 or 1-800-322-2121	Alexandria, Alton, Ashland, Barnstead, Belmont, Bridgewater, Bristol, Campton, Center Harbor, Dorchester, Ellsworth, Gilford, Gilmanton, Groton, Hebron, Holderness, Laconia, Lakeport, Meredith, New Hampton, Plymouth, Rumney, Sanbornton, Silver Lake, Thornton, Tilton, Waterville Valley, Wentworth, and Winnisquam.
Littleton Region 80 North Littleton Road Littleton, NH 03561-3841 Phone: 603-444-6786 or 1-800-552-8959	Bath, Benton, Bethlehem, Carroll, Dalton, Easton, Franconia, Glenciff, Haverhill, Jefferson, Lancaster, Landaff, Lincoln, Lisbon, Littleton, Livermore, Lyman, Monroe, Piermont, Pike, Sugar Hill, Twin Mountain, Warren, Whitefield, Woodstock, and Woodsville.
Rochester Region 150 Wakefield Street., Ste 22 Rochester, NH 03867-1309 Phone: 603-332-9120 or 1-800-862-5300	Barrington, Dover, Durham, Farmington, Gonic, Lee, Madbury, Middleton, Milton, New Durham, Rochester, Rollinsford, Somersworth, Strafford, and Union.
Seacoast Region 19 Rye Street Portsmouth, NH 03801 Phone: 603-433-8300 or 1-800-821-0326	Brentwood, Candia, Deerfield, East Kingston, Epping, Exeter, Fremont, Greenland, Hampton, Hampton Falls, Kensington, Kingston, New Castle, Newfields, Newington, Newmarket, North Hampton, Northwood, Nottingham, Portsmouth, Raymond, Rye, Seabrook, South Hampton, and Stratham.

3. Modify Exhibit B, Scope of Services, Section 1. Statement of Work – Applicable to ALL Services, Subsection 1.8., to read:

1.8. The Contractor must provide Workforce Developers and Post TANF Program staff, as indicated in the Staffing Table, below.

Staffing Table:

District Office	Services	
	Workforce Developer	Post TANF Program
Berlin Region	1	1
Concord Region	2	2
Conway Region	1	1
Laconia Region	1	1
Littleton Region	1	1
Rochester Region	2	2
Seacoast Region	1	1

- Hours may be satisfied by multiple positions, with varying schedules, to meet the needs of

the participants.

4. Modify Exhibit C, Payment Terms, Section 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 Exhibit C-1, Budget through Exhibit C-3, Budget Sheet, Amendment #1.
5. Add Exhibit C-3, Budget Sheet, 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

4/26/2024

Date

DocuSigned by:

Christine Santaniello

BD6054FFECED4B4...

Name: Christine Santaniello

Title: Associate Commissioner

Southern New Hampshire Services, Inc.

4/25/2024

Date

DocuSigned by:

DonnaLee Lozeau

DD938FB1F0814C1...

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

4/29/2024

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:

New Hampshire Department of Health and Human Services			
Contractor Name: <i>Southern New Hampshire Services, Inc.</i>			
Budget Request for: <i>Strengthening Citizens and Businesses for Economic Mobility - Berlin, Conway & Littleton Region</i>			
Budget Period: <i>Effective G&C approval through June 30, 2026</i>			
Indirect Cost Rate (if applicable): <i>9.90%</i>			
Line Item	Program Cost - Funded by DHHS - SFY 24	Program Cost - Funded by DHHS - SFY 25	Program Cost - Funded by DHHS - SFY 26
1. Salary & Wages	\$17,763	\$327,411	\$336,965
2. Fringe Benefits	\$6,359	\$147,730	\$153,881
3. Consultants	\$0	\$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	\$8,800	\$0
5.(a) Supplies - Educational	\$0	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0	\$0
5.(e) Supplies - Office	\$2,000	\$2,000	\$4,000
6. Travel	\$633	\$22,815	\$22,815
7. Software	\$0	\$0	\$0
8. (a) Other - Marketing/Communications	\$1,000	\$1,000	\$1,000
8. (b) Other - Education and Training	\$0	\$6,000	\$0
8. (c) Other - Other (specify below)	\$0	\$0	\$0
Occupancy	\$11,121	\$57,829	\$57,829
Employment Training Services	\$11,500	\$34,500	\$85,000
Liability Insurance	\$340	\$340	\$340
Telephone	\$484	\$5,230	\$4,630
n/a	\$0	\$0	\$0
n/a	\$0	\$0	\$0
n/a	\$0	\$0	\$0
9. Subrecipient Contracts	\$0	\$0	\$0
Total Direct Costs	\$51,200	\$613,655	\$648,440
Total Indirect Costs	\$3,930	\$56,465	\$57,563
Subtotals	\$55,130	\$670,120	\$704,003
TOTAL - Berlin, Conway & Littleton Region		\$1,429,253	

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.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

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

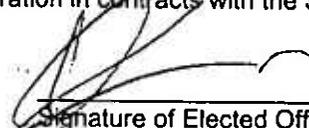
1. I am a duly elected Clerk/Secretary/Officer of Southern New Hampshire Services, Inc.
(Corporation/LLC Name)

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: 4/25/24



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) 889-3218 FAX (A/C, No): (603) 845-4331 E-MAIL ADDRESS: manch.certs@crossagency.com
INSURER(S) AFFORDING COVERAGE	
INSURED Southern New Hampshire Services, Inc. PO Box 5040 Manchester NH 03108-5040	INSURER A: Philadelphia Indemnity Ins Co NAIC # 18058 INSURER B: Midwest Employers Casualty Corp 23812 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			PHPK2670953	04/01/2024	04/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			PHPK2670952	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB905859	04/01/2024	04/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	HCHS20240000534 (3a - NH)	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			PHPK2670953	04/01/2024	04/01/2025	Each Prof Incident \$1,000,000 Aggregate \$2,000,000

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



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

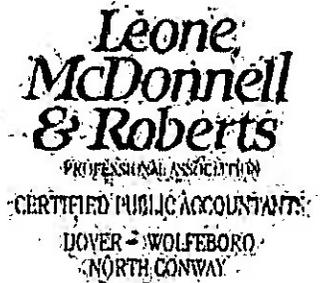
**COMBINED FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION
FOR THE YEARS ENDED JULY 31, 2023 AND 2022
AND
INDEPENDENT AUDITORS' REPORT AND
REPORTS ON COMPLIANCE AND INTERNAL CONTROL**

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

**COMBINED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JULY 31, 2023 AND 2022**

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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.

*Leon 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**

	<u>2023</u>	<u>2022</u>
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	<u>26,517,689</u>	<u>26,676,534</u>
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	<u>20,433,608</u>	<u>18,981,922</u>
Less: accumulated depreciation	<u>6,392,579</u>	<u>6,720,057</u>
Property, net	<u>14,041,029</u>	<u>12,261,865</u>
OTHER ASSETS		
Restricted cash	<u>600,770</u>	<u>511,966</u>
TOTAL ASSETS	<u>\$ 41,059,488</u>	<u>\$ 39,450,365</u>

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	<u>7,042,274</u>	<u>7,836,463</u>
LONG TERM LIABILITIES		
Long term debt, less current portion shown above	<u>1,389,230</u>	<u>1,905,793</u>
Total liabilities	<u>8,431,504</u>	<u>9,742,256</u>
NET ASSETS		
Without donor restrictions	<u>32,627,984</u>	<u>29,708,109</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 41,059,488</u>	<u>\$ 39,450,365</u>

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**

	<u>2023</u>	<u>2022</u>
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
	<u>115,988,726</u>	<u>135,654,461</u>
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
	<u>110,990,274</u>	<u>132,661,072</u>
Supporting activities		
Management and general	2,078,577	1,977,716
	<u>113,068,851</u>	<u>134,638,788</u>
Total expenses		
	<u>2,919,875</u>	<u>1,015,673</u>
CHANGE IN NET ASSETS		
	<u>29,708,109</u>	<u>28,692,436</u>
NET ASSETS, BEGINNING OF YEAR		
	<u>\$ 32,627,984</u>	<u>\$ 29,708,109</u>
NET ASSETS, END OF YEAR		

See Notes to Combined Financial Statements

NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

COMBINED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JULY 31, 2023

EXPENSES	Program Services						
	Child Development	Community Services	Economic and Workforce Development	Energy	Language and Literacy	Housing and Homeless	Nutrition and Health
Payroll	\$ 4,687,829	\$ 531,880	\$ 2,009,063	\$ 1,938,086	\$ 203,503	\$ 1,431,041	\$ 857,455
Payroll taxes	349,470	40,180	151,587	148,475	14,583	108,338	84,713
Fringe benefits	1,443,535	88,342	440,413	503,989	20,634	295,713	210,743
Workers compensation insurance	82,817	5,884	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	153,850	119,927	5,789	87,638	58,784
Consultant and contractual	50,990	274,728	300,288	1,347,342	878	1,154,158	12,482
Travel and transportation	82,430	18,212	48,501	48,755	188	2,611	32,891
Conferences and meetings		14,430		9,636			830
Occupancy	708,464	153,012	508,703	138,509	30,171	180,188	71,881
Advertising	134	5,815	8,628		25		175
Supplies	303,547	22,787	18,290	130,317	4,582	71,748	283,841
Equipment rentals and maintenance	3,605	911	18,610	31,805	443	589	27,842
Insurance	23,033	45,759	2,720	22,872		6,572	4,317
Telephone	88,950	17,736	37,506	38,512	4,561	45,272	70,401
Postage	1,402		1,010	38,478		18,742	2,488
Printing and publications	3,028	5,272					
Subscriptions				896			
Program support	8,018	110,075		29,932			
Interest	6,411						
Depreciation	182,997	20,641	43,484	8,534	1,988	6,627	12,983
Assistance to clients	349,924	11,388	1,737,805	16,521,194		81,950,040	521,850
Other expense	318,567	2,113	108,073	28,625		2,503	2,379
Miscellaneous	14,710	1,003	1,183	4,215	25	11,879	2,527
In-kind expenses	1,408,827						
SUBTOTAL	10,474,721	1,418,000	5,588,497	21,113,878	292,240	65,357,221	2,262,193
Eliminations	(130,871)	(37,861)	(10,130)	(58,318)	(74,782)	(24,723)	(55,430)
TOTAL EXPENSES	\$ 10,344,050	\$ 1,380,399	\$ 5,578,367	\$ 21,055,560	\$ 217,448	\$ 65,332,498	\$ 2,206,763

See Notes to Combined Financial Statements

NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

**COMBINED STATEMENT OF FUNCTIONAL EXPENSES (Continued)
FOR THE YEAR ENDED JULY 31, 2023**

EXPENSES	Program Services				Support Services	2023 Total
	Special Projects	Volunteer Services	SNHS Management Corporation	Total Program Services	Management and General	
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	2,651	25,583	211,953	3,243,458	178,241	3,419,897
Workers compensation insurance	308	145	10,911	142,789	4,432	147,201
Unemployment	135	233	1,392	32,439	2,684	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	4,803	300,903
Conferences and meetings	5,872		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	11,762	51,158	160,437	10,488	170,935
Telephone	2,750	3,751	31,762	337,390	17,787	355,157
Postage		865	718	59,481	11,475	70,956
Printing and publications				8,298		8,298
Subscriptions			1,199	1,695	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	96,850	125,081	88	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)	(15,917)	(14,021)	(460,641)	(5,648)	(486,289)
TOTAL EXPENSES	\$ 2,031,500	\$ 119,653	\$ 2,726,036	\$ 110,990,274	\$ 2,078,577	\$ 113,066,851

See Notes to Combined Financial Statements

NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

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

EXPENSES	Program Services						
	Child Development	Community Services	Economic and Workforce Development	Energy	Language and Literacy	Housing and Homeless	Nutrition and Health
Payroll	\$ 4,862,859	\$ 558,156	\$ 1,990,951	\$ 1,547,109	\$ 236,067	\$ 2,016,252	\$ 884,686
Payroll taxes	348,302	42,274	149,819	117,947	17,284	153,374	65,249
Fringe benefits	1,503,860	70,032	429,280	421,614	26,123	383,941	241,067
Workers compensation insurance	97,375	7,004	4,336	11,681	5,831	4,375	24,217
Retirement benefits	349,542	51,851	168,504	114,642	9,313	59,819	64,339
Consultant and contractual	52,542	289,778	309,531	1,922,755	1,017	927,882	10,004
Travel and transportation	70,049	14,684	37,586	42,224	481	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	47,482	5,982	23,078	-	2,483	4,717
Telephone	71,894	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	-	18,531	645	-	-
Subscriptions	-	-	-	704	-	-	-
Program support	1,873	120,345	-	20,585	-	-	4,617
Interest	7,811	-	-	-	-	-	-
Depreciation	133,424	19,873	44,830	8,593	2,906	-	13,778
Assistance to clients	238,519	23,297	1,107,003	11,032,479	-	90,504,018	488,684
Other expense	348,271	2,816	4,642	10,508	-	3,203	4,744
Miscellaneous	12,952	44,591	1,036	1,896	150	2,088	1,822
In-kind expenses	992,197	-	-	-	-	-	-
SUBTOTAL	9,830,207	1,525,612	4,868,067	15,628,616	355,646	94,243,249	2,206,243
Eliminations	(120,504)	(159,723)	(12,578)	(48,830)	-	(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)

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

EXPENSES	Program Services				Support Services	2022 Total
	Special Projects	Volunteer Services	SNHS Management Corporation	Total Program Services	Management and General	
Payroll	\$ 70,027	\$ 66,286	\$ 680,957	\$ 12,693,150	\$ 1,258,823	\$ 13,951,973
Payroll taxes	5,334	4,777	51,276	855,646	91,302	1,048,948
Fringe benefits	5,415	17,932	124,330	3,230,574	172,052	3,402,828
Workers compensation insurance	831	146	12,763	168,249	4,964	173,213
Retirement benefits	5,851	5,739	51,873	875,273	123,402	998,875
Consultant and contractual	1,576,097	2,790	154,643	5,246,837	181,115	5,427,852
Travel and transportation	2,535	1,347	43,639	229,969	8,137	238,108
Conferences and meetings	1,867		38,679	58,425	2,278	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	5,873	21	10,928	94,583	1,052	95,635
Insurance	3,705	1,762	48,929	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	11,996	175,887
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			47,748	55,557		55,557
Depreciation	48,266		395,803	687,333	4,114	871,447
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	133,102,670	1,981,420	135,084,390
Eliminations	(3,336)		(74,726)	(441,898)	(3,704)	(445,602)
TOTAL EXPENSES	\$ 1,798,981	\$ 109,401	\$ 2,458,985	\$ 132,660,772	\$ 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**

	<u>2023</u>	<u>2022</u>
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	<u>891,500</u>	<u>4,472,150</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property	(2,144,901)	(1,058,438)
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	<u>(1,888,942)</u>	<u>(1,415,014)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of long term debt	(72,622)	(68,765)
NET CASH USED IN FINANCING ACTIVITIES	<u>(72,622)</u>	<u>(68,765)</u>
NET INCREASE (DECREASE) IN CASH AND RESTRICTED CASH	<u>(1,070,064)</u>	<u>2,988,371</u>
CASH AND RESTRICTED CASH, BEGINNING OF YEAR	<u>11,953,589</u>	<u>8,965,218</u>
CASH AND RESTRICTED CASH, END OF YEAR	<u>\$ 10,883,525</u>	<u>\$ 11,953,589</u>
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash paid during the year for interest	<u>\$ 51,483</u>	<u>\$ 55,557</u>
SUPPLEMENTAL DISCLOSURES OF NONCASH FINANCING ACTIVITIES		
Building improvements in the current year in accounts payable	<u>\$ 567,478</u>	<u>\$</u>
CASH AND RESTRICTED CASH		
Cash	\$ 10,382,755	\$ 11,441,623
Restricted cash	500,770	511,966
Total cash and restricted cash	<u>\$ 10,883,525</u>	<u>\$ 11,953,589</u>

See Notes to Combined Financial Statements

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

**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.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JULY 31, 2023 AND 2022

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.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

**NOTES TO COMBINED FINANCIAL STATEMENTS
FOR THE YEARS ENDED 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.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE**NOTES TO COMBINED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JULY 31, 2023 AND 2022**

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.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

**NOTES TO COMBINED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JULY 31, 2023 AND 2022**

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.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

**NOTES TO COMBINED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JULY 31, 2023 AND 2022**

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 oversight agencies before withdrawal and use of these funds can occur.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JULY 31, 2023 AND 2022

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.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JULY 31, 2023 AND 2022

	<u>2023</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Total mutual funds at fair value	\$10,089,918	\$	\$	\$10,089,918

	<u>2022</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
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:

	<u>2023</u>		<u>2022</u>	
	<u>Market Value</u>	<u>Cost</u>	<u>Market Value</u>	<u>Cost</u>
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:

	<u>2023</u>	<u>2022</u>
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

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

**NOTES TO COMBINED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JULY 31, 2023 AND 2022**

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:

	<u>2023</u>	<u>2022</u>
Cash	\$10,382,755	\$11,441,623
Investments	10,089,918	9,696,836
Grants receivable	4,657,945	4,458,963
Accounts receivable	<u>1,075,088</u>	<u>949,902</u>
Total financial assets available within one year	<u>\$26,205,706</u>	<u>\$26,547,324</u>

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:

	<u>2023</u>	<u>2022</u>
<u>SNHS, Inc.</u>		
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

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

**NOTES TO COMBINED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JULY 31, 2023 AND 2022**

	<u>2023</u>	<u>2022</u>
<u>SNHS Management Corporation</u>		
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

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

**NOTES TO COMBINED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JULY 31, 2023 AND 2022**

	<u>2023</u>	<u>2022</u>
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%.	<u>150,000</u>	<u>150,000</u>
	1,476,827	1,989,449
Less: current portion due within one year	<u>87,597</u>	<u>83,656</u>
	<u>\$ 1,389,230</u>	<u>\$ 1,905,793</u>

The schedule of maturities of long term debt at July 31, 2023 is as follows:

<u>Year Ending</u> <u>July 31</u>	<u>Amount</u>
2024	\$ 87,597
2025	80,491
2026	84,899
2027	89,564
2028	194,498
Thereafter	<u>1,039,778</u>
Total	<u>\$ 1,476,827</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE**NOTES TO COMBINED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JULY 31, 2023 AND 2022****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:

<u>Year Ending</u> <u>July 31</u>	<u>Amount</u>
2024	\$ 78,161
2025	<u>12,524</u>
Total	<u>\$ 90,685</u>

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).

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE**NOTES TO COMBINED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JULY 31, 2023 AND 2022**

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.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE**NOTES TO COMBINED FINANCIAL STATEMENTS**
FOR THE YEARS ENDED JULY 31, 2023 AND 2022

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:

	<u>2023</u>	<u>2022</u>
Volunteer hours		
Head Start and Early	<u>\$1,406,827</u>	<u>\$992,197</u>
Head Start		

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	80,576	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	648,805	3,413,769	4,062,574	-	4,062,574
Buildings and improvements	3,969,256	10,855,211	14,824,467	-	14,824,467
Vehicles and equipment	1,498,975	249,592	1,748,567	-	1,748,567
Total property	6,115,036	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	\$ 28,084,322	\$ 43,675,505	\$ (2,616,017)	\$ 41,059,488
LIABILITIES AND NET ASSETS					
CURRENT LIABILITIES					
Current portion of long term debt	\$ 19,966	\$ 67,831	\$ 87,797	\$ -	\$ 87,797
Accounts payable	1,892,132	181,575	2,053,707	-	2,053,707
Accrued payroll and related expenses	280,588	1,871,999	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	(58,015)	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	1,248,581	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	\$ 28,084,322	\$ 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	\$ 110,865,844	\$ -	\$ 110,865,844	\$ -	\$ 110,865,844
Program service fees	275,038	766,393	1,041,432	(237,101)	804,331
Local funding	-	192,418	192,418	-	192,418
Rental income	-	1,363,417	1,363,417	(229,188)	1,134,229
Gifts and other contributions	286,926	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	1,408,827	-	1,408,827	-	1,408,827
Total revenues, gains and other support	112,758,160	3,698,855	116,455,015	(488,289)	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	5,588,497	-	5,588,497	(10,130)	5,578,367
Energy	21,113,878	-	21,113,878	(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	1,981,077	958,798	2,939,875		2,939,875
NET ASSETS, BEGINNING OF YEAR	6,706,427	23,001,882	29,708,309		29,708,309
NET ASSETS, END OF YEAR	\$ 8,687,504	\$ 23,960,680	\$ 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	<u>27,606</u>	<u>22,897</u>
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	<u>103,607</u>	<u>115,352</u>
PROPERTY		
Land	166,600	166,600
Buildings and improvements	598,178	598,178
Total property	<u>764,778</u>	<u>764,778</u>
Less accumulated depreciation	110,812	93,216
Property, net	<u>653,966</u>	<u>671,562</u>
OTHER ASSETS		
Tenant security deposits	13,504	14,643
TOTAL ASSETS	<u>\$ 798,683</u>	<u>\$ 824,454</u>
	LIABILITIES AND NET ASSETS	
CURRENT LIABILITIES		
Current portion of mortgage note payable	\$ 17,010	\$ 6,769
Accounts payable	4,364	5,448
Accrued expenses	328	49
Total current liabilities	<u>11,702</u>	<u>12,266</u>
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	<u>228,991</u>	<u>219,018</u>
Total liabilities	<u>240,693</u>	<u>231,284</u>
NET ASSETS WITHOUT DONOR RESTRICTIONS	<u>557,990</u>	<u>593,170</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 798,683</u>	<u>\$ 824,454</u>

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

	<u>2023</u>	<u>2022</u>
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	<u>178,127</u>	<u>180,892</u>
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	<u>189,464</u>	<u>174,243</u>
INTEREST EXPENSE	<u>6,247</u>	<u>6,479</u>
INCOME (LOSS) BEFORE DEPRECIATION	<u>(17,584)</u>	<u>170</u>
Depreciation	<u>17,596</u>	<u>17,494</u>
CHANGE IN NET ASSETS	<u>(35,180)</u>	<u>(17,324)</u>
NET ASSETS, BEGINNING OF YEAR	<u>593,170</u>	<u>610,494</u>
NET ASSETS, END OF YEAR	<u>\$ 557,990</u>	<u>\$ 593,170</u>

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

	<u>2023</u>	<u>2022</u>
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	<u>43,135</u>	<u>39,451</u>
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	<u>42,357</u>	<u>45,744</u>
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	<u>74,601</u>	<u>62,802</u>
INTEREST, NHH MORTGAGE NOTE	<u>6,247</u>	<u>6,479</u>
DEPRECIATION	<u>17,596</u>	<u>17,494</u>
GENERAL EXPENSE		
Real estate taxes	20,392	19,648
Payroll taxes	902	515
Retirement benefits	1,074	150
Workman's compensation	553	351
Insurance	6,450	5,682
Total general expense	<u>29,371</u>	<u>26,246</u>
TOTAL RENTAL OPERATIONS EXPENSES	<u>\$ 213,307</u>	<u>\$ 198,216</u>

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	(1,745)	(6,128)
Purchase of property	-	(6,070)
NET INCREASE (DECREASE) IN CASH	1,885	(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

<u>DESCRIPTION OF FUND:</u>	<u>Deposits</u>			<u>Withdrawals</u>	<u>Balance End of Year</u>
	<u>Balance Beginning of Year</u>	<u>Funding of Reserves</u>	<u>Interest Earned</u>	<u>Expenditures</u>	
Restricted Accounts:					
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

	<u>2023</u>	<u>2022</u>
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	<u>\$ (40,690)</u>	<u>\$ (12,269)</u>

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

<u>Year</u>	<u>Maximum Allowable Distribution</u>	<u>Distributions Received</u>	<u>Balance</u>
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

	<u>2023</u>	<u>2022</u>
CURRENT ASSETS		
Cash	\$ 18,628	\$ 20,017
Prepaid expenses	12,694	10,768
Total current assets	<u>31,322</u>	<u>30,785</u>
RESTRICTED CASH		
Tax escrow		6,556
Replacement reserves	97,522	115,584
Operating reserves		70,051
Total restricted cash	<u>97,522</u>	<u>192,191</u>
PROPERTY		
Land	176,000	176,000
Buildings and Improvements	1,191,515	1,174,605
Total property	<u>1,367,515</u>	<u>1,350,605</u>
Less accumulated depreciation	<u>220,105</u>	<u>185,773</u>
Property, net	<u>1,147,410</u>	<u>1,164,832</u>
OTHER ASSETS		
Tenant security deposits	<u>17,977</u>	<u>18,408</u>
TOTAL ASSETS	<u>\$ 1,294,231</u>	<u>\$ 1,406,216</u>
	<u>LIABILITIES AND NET ASSETS</u>	
CURRENT LIABILITIES		
Accounts payable	5,232	3,944
Accrued expenses	1,287	1,105
Total current liabilities	<u>6,519</u>	<u>5,049</u>
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	<u>137,404</u>	<u>407,610</u>
Total liabilities	<u>143,923</u>	<u>412,659</u>
NET ASSETS WITHOUT DONOR RESTRICTIONS	<u>1,150,308</u>	<u>993,557</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 1,294,231</u>	<u>\$ 1,406,216</u>

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	\$ 195,798
Interest income	12	10
Interest income restricted	68	93
Other income	1,683	985
Total income	<u>210,901</u>	<u>196,884</u>
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	<u>289,818</u>	<u>231,445</u>
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	<u>993,557</u>	<u>160,859</u>
NET ASSETS, END OF YEAR	<u>\$ 1,150,308</u>	<u>\$ 993,557</u>

**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	<u>89,901</u>	<u>74,425</u>
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	<u>66,959</u>	<u>59,878</u>
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	<u>93,611</u>	<u>59,321</u>
DEPRECIATION	<u>34,332</u>	<u>32,741</u>
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	<u>39,347</u>	<u>37,821</u>
TOTAL RENTAL OPERATIONS EXPENSES	<u>\$ 324,150</u>	<u>\$ 264,186</u>

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

SCHEDULES OF RECEIPTS AND DISBURSEMENTS
FOR THE YEARS ENDED JULY 31, 2023 AND 2022

	<u>2023</u>	<u>2022</u>
SOURCES OF FUNDS:		
Rental operations		
INCOME		
Tenant paid rent	\$ 179,903	\$ 172,359
HAP rent subsidy	29,235	23,437
Total rental receipts	<u>209,138</u>	<u>195,796</u>
Interest income	80	103
Service income	1,683	985
Total rental operations receipts	<u>210,901</u>	<u>196,884</u>
EXPENSES		
Administrative	89,155	74,686
Utilities	64,314	60,931
Maintenance	95,532	58,276
General	41,273	39,512
Total rental operations disbursements	<u>290,274</u>	<u>231,405</u>
CASH USED IN RENTAL OPERATIONS	<u>(79,373)</u>	<u>(34,521)</u>
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	17
Purchase of property	<u>(16,910)</u>	<u>(17,275)</u>
NET INCREASE (DECREASE) IN CASH	<u>(1,389)</u>	<u>2,018</u>
CASH, BEGINNING OF YEAR	<u>20,017</u>	<u>17,999</u>
CASH, END OF YEAR	<u>\$ 18,628</u>	<u>\$ 20,017</u>

**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**

<u>DESCRIPTION OF FUND:</u>	<u>Deposits</u>			<u>Withdrawals</u>	<u>Balance End of Year</u>
	<u>Balance Beginning of Year</u>	<u>Funding of Reserves</u>	<u>Interest Earned</u>	<u>Expenditures</u>	
<u>Restricted Accounts:</u>					
<u>For the Year Ended July 31, 2023</u>					
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
<u>For the Year Ended July 31, 2022</u>					
Operating reserve	\$ 70,015	\$ -	\$ 36	\$ -	\$ 70,051
Tax escrow	6,552	-	4	-	6,556
Replacement reserve	119,929	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**

	<u>2023</u>	<u>2022</u>
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	<u>(270,000)</u>	<u>(900,000)</u>
Cash deficit	<u>\$ (60,877)</u>	<u>\$ (50,254)</u>

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

	<u>2023</u>	<u>2022</u>
CURRENT ASSETS		
Cash	\$ 52,119	\$ 99,295
Prepaid expenses	9,378	8,701
Total current assets	<u>61,497</u>	<u>107,996</u>
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	<u>289,904</u>	<u>285,097</u>
PROPERTY		
Land	211,000	211,000
Buildings and improvements	932,700	932,700
Total property	<u>1,143,700</u>	<u>1,143,700</u>
Less accumulated depreciation	<u>124,370</u>	<u>99,515</u>
Property, net	<u>1,019,330</u>	<u>1,044,185</u>
OTHER ASSETS		
Tenant security deposits	<u>16,159</u>	<u>16,261</u>
TOTAL ASSETS	<u>\$ 1,386,890</u>	<u>\$ 1,453,539</u>

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	<u>21,798</u>	<u>60,781</u>
LONG TERM LIABILITIES		
Due to affiliate	73,732	84,358
Mortgage note payable, less current portion as shown above	812,439	832,715
Tenant security deposits	16,159	16,261
Total long term liabilities	<u>902,330</u>	<u>933,334</u>
Total liabilities	<u>924,128</u>	<u>994,115</u>
NET ASSETS WITHOUT DONOR RESTRICTIONS	<u>462,762</u>	<u>459,424</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 1,386,890</u>	<u>\$ 1,453,539</u>

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

	<u>2023</u>	<u>2022</u>
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	<u>270,422</u>	<u>271,969</u>
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	<u>221,220</u>	<u>189,863</u>
INTEREST EXPENSE	<u>21,009</u>	<u>22,284</u>
INCOME BEFORE DEPRECIATION	28,193	60,022
Depreciation	<u>24,855</u>	<u>23,580</u>
CHANGE IN NET ASSETS	3,338	36,442
NET ASSETS, BEGINNING OF YEAR	<u>459,424</u>	<u>422,982</u>
NET ASSETS, END OF YEAR	<u>\$ 462,762</u>	<u>\$ 459,424</u>

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

	<u>2023</u>	<u>2022</u>
ADMINISTRATIVE EXPENSES		
Advertising	\$ 500	\$ 63
Management fee	18,000	18,000
Salaries and wages	24,180	13,605
Fringe benefits	661	2,476
Legal		508
Telephone	237	2,180
Other administrative expenses	9,112	8,292
Total administrative expenses	<u>52,690</u>	<u>45,122</u>
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	<u>37,510</u>	<u>35,470</u>
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	<u>92,814</u>	<u>76,135</u>
INTEREST	<u>21,009</u>	<u>22,284</u>
DEPRECIATION	<u>24,855</u>	<u>23,580</u>
GENERAL EXPENSE		
Real estate taxes	26,617	25,449
Payroll taxes	1,849	11,041
Retirement benefits	1,349	50
Workman's compensation	1,157	701
Insurance	7,234	5,695
Total general expense	<u>38,206</u>	<u>32,936</u>
TOTAL RENTAL OPERATIONS EXPENSES	<u>\$ 267,084</u>	<u>\$ 235,527</u>

**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	199,295	60,916
CASH, END OF YEAR	\$ 152,119	\$ 79,295

**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**

<u>DESCRIPTION OF FUND:</u>	<u>Balance</u> <u>Beginning of</u> <u>Year</u>	<u>Deposits</u>		<u>Withdrawals</u>	<u>Balance</u> <u>End of</u> <u>Year</u>
		<u>Funding of</u> <u>Reserves</u>	<u>Interest</u> <u>Earned</u>	<u>Expenditures</u>	
<u>Restricted Accounts:</u>					
<u>For the Year Ended July 31, 2023</u>					
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
<u>For the Year Ended July 31, 2022</u>					
Operating reserve	\$ 68,049	\$ -	\$ 104	\$ -	\$ 68,049
Insurance escrow	3,046	5,230	5	(5,520)	2,761
Tax escrow	6,707	26,828	125	(27,146)	6,414
Replacement reserve	180,572	27,000	301	-	207,873
TOTAL RESTRICTED CASH RESERVES AND ESCROWS	\$ 258,270	\$ 59,058	\$ 435	\$ (32,866)	\$ 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

	<u>2023</u>	<u>2022</u>
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)	<u>\$ (23,795)</u>	<u>\$ 14,954</u>

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

YEAR-TO-DATE COMPILATION OF OWNERS' FEE/DISTRIBUTION
FOR THE YEARS ENDED JULY 31, 2023 AND 2022

<u>Year</u>	<u>Maximum Allowable Distribution</u>	<u>Distributions Received</u>	<u>Balance</u>
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	214NH763W1003	\$ 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	10.585	Community Action Program Belknap-Merrimack Counties	202220Y800644	128,848
Child Nutrition Cluster				
Summer Food Service Program for Children	10.559	State of NH, Department of Education		133,114
Total U.S. Department of Agriculture				\$ 2,315,478
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			484,891
Total U.S. Department of Housing and Urban Development				\$ 615,755
U.S. Department of Labor				
WIOA Cluster				
WIOA Adult Program	17.258	State of NH, Dept of Resources and Economic Development	02-8000818	\$ 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	07011-ABE Manchester	\$ 32,065
Adult Education - Basic Grants to States	84.002	State of NH, Department of Education	07011-ABE Portsmouth	33,449
Total U.S. Department of Education				\$ 65,514
U.S. Department of Treasury				
Emergency Rental Assistance Program	21.023	New Hampshire Housing Authority	ERAD012 AND ERA0435	\$ 19,781,852
Emergency Rental Assistance Program	21.023	New Hampshire Housing Authority	ERAE0019	41,304,000
Emergency Rental Assistance Program	21.023	New Hampshire Housing Authority	ERAE0019	1,327,000
Emergency Rental Assistance Program	21.023	New Hampshire Housing Authority	ERAD012 AND ERA0435	84,803
Coronavirus State and Local Fiscal Recovery Funds	21.027	New Hampshire Housing Authority	ERAE0019	2,800,423
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	18AAHHT355	\$ 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
Low Income Home Energy Assistance (Fuel Assistance)	93.568	State of NH, Office of Energy & Planning	21D1NHLEA	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	23D1NHLEA	477,692
Community Services Block Grant	93.569	State of NH, DHHS	2201NHCO5R	1,430,870
CV-Community Services Block Grant	93.569	State of NH, DHHS	2201NHCO5C3	959,710
Community Services Block Grant - Discretionary	93.570	State of NH, DHHS	2201NHCO5R	45,083
Low Income Household Water Assistance Program (LIHAP)	93.499	State of NH, Office of Energy & Planning	2201NHLWC56	247,834
Head Start Cluster Head Start/Early Head Start	93.600		01CH01060205	7,583,011
ARPA-Head Start/Early Head Start	93.600		01HE0004740101	498,553

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	1,608,543
Child Care Mandatory Matching Funds	93.590	State of NH, DSSI	2201NHCCDF	531,863
Preschool Development Grant Birth through five	93.434	University of New Hampshire	90TP0060	40,809
Total U.S. Department of Health & Human Services				\$ 32,868,587
TOTAL				\$ 108,162,845

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

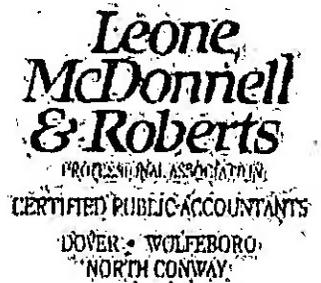
Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

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.



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

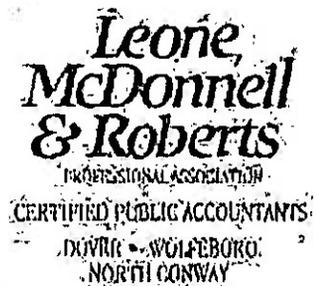
As part of obtaining reasonable assurance about whether Southern New Hampshire Services, Inc. and Affiliate's combined financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance 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



**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 McDermott & 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.



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

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

***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

RYAN CLOUTHIER



OBJECTIVE

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



EXPERIENCE

Chief Operating Officer | Southern New Hampshire Services Inc.

FEB. 2018-PRESENT

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

Energy and Housing Operations Director | Southern New Hampshire Services Inc.

2016 - 2018

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

Energy Director | Southern New Hampshire Services Inc.

2013 - 2016

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

Weatherization Director | Southern New Hampshire Services Inc.

2006-2013

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

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

Energy Auditor | Southern New Hampshire Services Inc.
2004 – 2006

Responsible for performing field energy audits of low income residential properties; record the data in written and computerized formats to determine cost effectiveness of conservation measures needed; generate work order specs for the contractors. Conduct proper follow through and field inspections to assure quality installations and client satisfaction.

Network Analyst | Genuity
2004 – 2006

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



EDUCATION

2000 NH Community Technical College
1994-1998: Dover High School

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



SKILLS

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



ACTIVITIES/ACCOMPLISHMENTS

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

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 EXPERIENCE

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 sites 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

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. (NYSE: 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 COLLEGE, Springvale, ME

B.S. in Business Administration

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

April 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

ARC

15



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC STABILITY

Lori A. Weaver
Commissioner

Karen E. Hebert
Director

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

March 26, 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 Economic Stability, to enter into contracts with the Contractors listed below in an amount not to exceed \$4,923,889 to provide workforce development services focused on assisting current, transitioning, and former New Hampshire Employment Program (NHEP) and Temporary Assistance for Needy Families (TANF) participants in obtaining career advancement support services and opportunities that will assist them in achieving continued upward economic mobility, ultimately mitigating the cliff effect and reducing the need for public assistance, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through June 30, 2026. 83% Federal Funds. 17% General Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Manchester Community Resource Center, Inc. (Manchester, NH)	#153471	Manchester & Nashua Region	\$1,825,347
Southern New Hampshire Services, Inc. (Manchester, NH)	#177198	Concord & Laconia Region and Rochester & Seacoast Region	\$3,098,542
		Total:	\$4,923,889

Funds are available in the following accounts for State Fiscal Years 2024 and 2025 and are anticipated to be available in State Fiscal Year 2026 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 workforce development services focused on assisting current, transitioning, and former New Hampshire Employment Program (NHEP), Temporary Assistance for Needy Families (TANF) participants in obtaining career advancement support services and opportunities that will assist them in achieving continued upward economic mobility.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 3

The Department seeks to support individuals in gaining skills, education, and workplace experience to continue their career exploration and success, ultimately mitigating the cliff effect and reducing the need for public assistance.

The workforce development services include:

- **Workforce Development Services** to assist current NHEP/TANF participants, in obtaining career advancement, job development and opportunities that will assist them in achieving continued upward economic mobility.
- **Post TANF Services** for participants who closed TANF cash assistance, and NHEP due to earnings, from the time of cash closure for a one (1) year period and those participating in the Earned Income Disregard pilot program, to increase employment retention, reduce recidivism, support ongoing training and learning opportunities that will promote career advancement, including, ongoing reduction of obstacles to gaining and retaining employment in efforts to avoid employment loss.
- **Pilot Disregard Services** for those actively participating in the 75% or 100% earned income disregard, and for participants who remain eligible for TANF cash. The disregard pilot is planned to end September 30, 2024, at which point, when participants are no longer eligible for TANF cash, they will be eligible for Post TANF Services.

Direct services are provided to participants by offering services in a family-friendly office or meeting space in the geographical region for which the participant resides, including the Contractor's office, local libraries, community colleges, community resources centers, One Stop Centers, and other establishments that are convenient to the participants. Services may be delivered individually, in a group setting, via remote workshops, by telephone, and using email and other technologies, including video conferencing.

NHEP focuses on closing skill gaps by ensuring job seekers gain and increase competencies, earning the credentials that businesses seek of employees. Additionally, NHEP promotes the upskilling of employees to enhance their eligibility for higher wage positions, while addressing workforce development and overcoming obstacles to employment and promotions. By doing so, NHEP aims to build a skilled pipeline of qualified employees to meet the needs of businesses in New Hampshire, while fostering self-confidence and preparing participants to be valued employees.

Approximately 1,000 individuals will be served during State Fiscal Years 2024, 2025, and 2026.

The Department will monitor services by:

- Participating in on-site monitoring conducted by the Department on an annual basis, unless otherwise required by the Department for the purpose of ensuring deliverables are met.
- Completing onsite monitoring including, staff interviews, participant reviews, review of program curricula and assigned activities as applicable, review of documentation, and data in the New HEIGHTS system.

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 December 18, 2023 through January 31, 2024. The Department received nine (9) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheets are attached. The Department did not receive any qualified bids for two (2) regions (Claremont/Keene and Conway/

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

Littleton/Berlin). The Department re-posted a Request for Proposals to resolicit services for these regions on March 5, 2024.

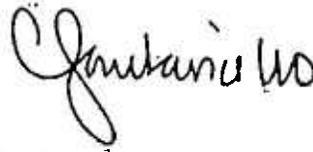
As referenced in Exhibit A of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, recipients of TANF would not have Job Development Services available to them to gain support for their economic independence and mobility, and meet the needs of New Hampshire employers. The Department would not be able to provide ongoing employment support to participants, which may result in an increase in public benefits and a reduction in the number of families that could be given opportunities to achieve economic independence.

Source of Federal Funds: Assistance Listing Number #93.558, FAIN #22NHTANF.

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

Respectfully submitted,



Lori A. Weaver
Commissioner

for:

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET**

05-95-45-450010-61270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: HUMAN SERVICES-DEHS, BUREAU OF FAMILY ASSISTANCE, EMPLOYMENT SUPPORT

Southern New Hampshire Services, Inc.				
State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	074-500589	Contracts for Program Services	TBD	\$218,645
2025	074-500589	Contracts for Program Services	TBD	\$1,382,895
2026	074-500589	Contracts for Program Services	TBD	\$1,497,002
		Sub Total		\$3,098,542

Manchester Community Resource Center, Inc.				
State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	074-500589	Contracts for Program Services	TBD	\$183,536
2025	074-500589	Contracts for Program Services	TBD	\$734,142
2026	074-500589	Contracts for Program Services	TBD	\$907,669
		Sub Total		\$1,825,347

Overall Total	\$4,923,889
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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-2024-DES-07-STREN
Project Title Strengthening Citizens and Businesses for Economic Mobility

Manchester & Nashua	Maximum Points Available	HMCNH – Health Market Connect NH	MCRCnh – Manchester Community Resources Center, Inc.	SNHS – Southern NH Services, Inc.
Technical				
Q1 - Implementation Plan	200	60	185	180
Q2 - Infrastructure Plan	100	20	90	80
Q3 - Capacity/Staffing Plan	100	15	90	80
Q4 - Experience - Population and Challenges	100	30	90	85
Q5 - Experience - Workforce Activities	100	5	95	90
Q6 - Quality Assurance & Improvement	100	10	95	90
		0	0	0
Subtotal - Technical	700	140	645	605
If a Vendor fail to achieve 350 minimum points in the preliminary scoring, it will receive no further consideration from the evaluation team and the Vendor's Cost Proposal will remain unopened.				
Cost				
Vendor Cost	150	xxx	150	86
Vendor Budget Evaluation	150	xxx	135	110
Subtotal - Cost	300	0	285	196
TOTAL POINTS	1000	140	930	801

TOTAL PROPOSED VENDOR COST		\$1,825,347	\$3,199,345
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Reviewer Name
1 Gene Patnode
2 Briana Williamson
3 Joshua Kelly
4 Laura Ingram
5 Virginia Jones

Title
Workforce Development Administrator III
Program Specialist II - SNAP Employment & Training
Quality Assurance Specialist
Financial Manager
Program Specialist IV

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

Project ID # RFP-2024-DES-07-STREN
Project Title Strengthening Citizens and Businesses for Economic Mobility

Concord & Laconia	Maximum Points Available	HMCNH – Health Market Connect NH	SNHS – Southern NH Services, Inc.
Technical			
Q1 - Implementation Plan	200	60	180
Q2 - Infrastructure Plan	100	20	80
Q3 - Capacity/Staffing Plan	100	15	80
Q4 - Experience - Population and Challenges	100	30	85
Q5 - Experience - Workforce Activities	100	5	90
Q6 - Quality Assurance & Improvement	100	10	90
		0	0
Subtotal - Technical	700	140	605
If a Vendor fail to achieve 350 minimum points in the preliminary scoring, it will receive no further consideration from the evaluation team and the Vendor's Cost Proposal will remain unopened.			
Cost			
Vendor Cost	150	xxx	150
Vendor Budget Evaluation	150	xxx	100
Subtotal - Cost	300	0	250
TOTAL POINTS	1000	140	855

TOTAL PROPOSED VENDOR COST	\$1,565,857
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Reviewer Name
1 Gene Patnode
2 Briana Williamson
3 Joshua Kelly
4 Laura Ingram
5 Virginia Jones

Title
Workforce Development Administrator III
Program Specialist II - SNAP Employment & Training
Quality Assurance Specialist
Financial Manager
Program Specialist IV

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

Project ID # RFP-2024-DES-07-STREN
Project Title Strengthening Citizens and Businesses for Economic Mobility

Rochester & Seacoast	Maximum Points Available	HMCNH – Health Market Connect NH	SNHS – Southern NH Services, Inc.
Technical			
Q1 - Implementation Plan	200	60	170
Q2 - Infrastructure Plan	100	20	75
Q3 - Capacity/Staffing Plan	100	15	80
Q4 - Experience - Population and Challenges	100	30	85
Q5 - Experience - Workforce Activities	100	5	80
Q6 - Quality Assurance & Improvement	100	10	85
		0	0
Subtotal - Technical	700	140	675
If a Vendor fail to achieve 350 minimum points in the preliminary scoring, it will receive no further consideration from the evaluation team and the Vendor's Cost Proposal will remain unopened.			
Cost			
Vendor Cost	150	xxx	150
Vendor Budget Evaluation	150	xxx	130
Subtotal - Cost	300	0	280
TOTAL POINTS	1000	140	855
TOTAL PROPOSED VENDOR COST			\$1,532,685

Reviewer Name
1 Gene Patnode
2 Briana Williamson
3 Joshua Kelly
4 Laura Ingram
5 Virginia Jones

Title
Workforce Development Administrator III
Program Specialist II - SNAP Employment & Training
Quality Assurance Specialist
Financial Manager
Program Specialist IV

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

Project ID #	RFP-2024-DES-07-STREN
Project Title	Strengthening Citizens and Businesses for Economic Mobility

Berlin, Conway & Littleton	Maximum Points Available	HMCNH – Health Market Connect NH
Technical		
Q1 - Implementation Plan	200	60
Q2 - Infrastructure Plan	100	20
Q3 - Capacity/Staffing Plan	100	15
Q4 - Experience - Population and Challenges	100	30
Q5 - Experience - Workforce Activities	100	5
Q6 - Quality Assurance & Improvement	100	10
	0	0
Subtotal - Technical	700	140

If a Vendor fail to achieve 350 minimum points in the preliminary scoring, it will receive no further consideration from the evaluation team and the Vendor's Cost Proposal will remain unopened.

Cost		
Vendor Cost	150	XXX
Vendor Budget Evaluation	150	XXX
Subtotal - Cost	300	0
TOTAL POINTS	1000	140

TOTAL PROPOSED VENDOR COST	N/A
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Reviewer Name	Title
1 Gene Patnode	Workforce Development Administrator III
2 Briana Williamson	Program Specialist II - SNAP Employment & Training
3 Joshua Kelly	Quality Assurance Specialist
4 Laura Ingram	Financial Manager
5 Virginia Jones	Program Specialist IV

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

Project ID #	RFP-2024-DES-07-STREN
Project Title	Strengthening Citizens and Businesses for Economic Mobility

Claremont & Keene	Maximum Points Available	HMCNH – Health Market Connect NH
Technical		
Q1 - Implementation Plan	200	60
Q2 - Infrastructure Plan	100	20
Q3 - Capacity/Staffing Plan	100	15
Q4 - Experience - Population and Challenges	100	30
Q5 - Experience - Workforce Activities	100	5
Q6 - Quality Assurance & Improvement	100	10
		0
Subtotal - Technical	700	140
If a Vendor fail to achieve 350 minimum points in the preliminary scoring, it will receive no further consideration from the evaluation team and the Vendor's Cost Proposal will remain unopened.		
Cost		
Vendor Cost	150	XXX
Vendor Budget Evaluation	150	XXX
Subtotal - Cost	300	0
TOTAL POINTS	1000	140
TOTAL PROPOSED VENDOR COST		N/A

Reviewer Name
1 Gene Patnode
2 Briana Williamson
3 Joshua Kelly
4 Laura Ingram
5 Victoria Jones

Title
Workforce Development Administrator III
Program Specialist II - SNAP Employment & Training
Quality Assurance Specialist
Financial Manager
Program Specialist IV

Subject: RFP-2024-DES-07-STREN-02 / Strengthening Citizens and Businesses for Economic Mobility

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Southern New Hampshire Services, Inc.		1.4 Contractor Address 40 Pine Street, Manchester, NH 03103	
1.5 Contractor Phone Number 603-668-8010	1.6 Account Unit and Class 05-95-45-450010-61270000 - 074-500589	1.7 Completion Date June 30, 2026	1.8 Price Limitation \$3,098,542
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: <i>Ryan Clouthier</i> Date: 3/26/2024		1.12 Name and Title of Contractor Signatory Ryan Clouthier Chief Operating Officer	
1.13 State Agency Signature DocuSigned by: <i>Karen Hebert</i> Date: 3/26/2024		1.14 Name and Title of State Agency Signatory Karen Hebert Division Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Robyn Guinno</i> On: 3/27/2024 748734844941400			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status; physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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.

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EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3 in its entirety and replacing it as follows:

3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. 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.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5 as follows:

12.5. 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.

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Scope of Services

1. Statement of Work - Applicable to ALL Services

1.1. The Contractor must provide services to assist Temporary Assistance to Needy Families (TANF)/New Hampshire Employment Program (NHEP) participants in obtaining career advancement, support services and opportunities to achieve continued upward economic mobility. The Contractor must provide the services outlined below:

1.1.1. **Workforce Development Services**, for all TANF/NHEP participants.

1.1.2. **Post TANF Services**, for participants who closed TANF cash assistance, and NHEP due to earnings, from the time of cash closure for a one (1) year period and those participating in the Earned Income Disregard pilot program, to increase employment retention, reduce recidivism, support ongoing training and learning opportunities that will promote career advancement, including, ongoing reduction of obstacles to employment in efforts to avoid employment loss.

1.1.3. **Pilot Disregard Services (for those actively participating in the 75% or 100% earned income disregard)**, for participants who remain eligible for TANF cash, will receive services as described in Section 2.3.

1.2. The Contractor must ensure services are available and provided in the Concord, Laconia, Rochester and Seacoast Regions, as outlined in the Geographic Region Table below.

Geographic Region Table:

District Office	City/Town
Concord Region 40 Terrill Park Drive Concord, NH 03301-9955 Phone: 603-271-6201 or 1-800-322-9191	Allenstown, Andover, Boscawen, Bow, Bradford, Canterbury, Chichester, Concord, Contoocook, Danbury, Dunbarton, Elkins, Epsom, Franklin, Henniker, Hill, Hillsboro, Hooksett, Hopkinton, Loudon, New London, Newbury, Northfield, Pembroke, Penacook, Pittsfield, Salisbury, Suncook, Sutton, Warner, Webster, and Wilmot.
Laconia Region 65 Beacon Street West Laconia, NH 03246-9988 Phone: 603-524-4485 or	Alexandria, Alton, Ashland, Barnstead, Belmont, Bridgewater, Bristol, Campton, Center Harbor, Dorchester, Ellsworth, Gilford

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1-800-322-2121	Gilmanton, Groton, Hebron, Holderness, Laconia, Lakeport, Meredith, New Hampton, Plymouth, Rumney, Sanbornton, Silver Lake, Thornton, Tilton, Waterville Valley, Wentworth, and Winnisquam.
Rochester Region 150 Wakefield Street., Ste 22 Rochester, NH 03867-1309 Phone: 603-332-9120 or 1-800-862-5300	Barrington, Dover, Durham, Farmington, Gonic, Lee, Madbury, Middleton, Milton, New Durham, Rochester, Rollinsford, Somersworth, Strafford, and Union.
Seacoast Region 19 Rye Street Portsmouth, NH 03801 Phone: 603-433-8300 or 1-800-821-0326	Brentwood, Candia, Deerfield, East Kingston, Epping, Exeter, Fremont, Greenland, Hampton, Hampton Falls, Kensington, Kingston, New Castle, Newfields, Newington, Newmarket, North Hampton, Northwood, Nottingham, Portsmouth, Raymond, Rye, Seabrook, South Hampton, and Stratham.

- 1.3. The Contractor must provide direct services to participants by offering services in a client-friendly office or meeting space in the Geographical Region for which the participant is located.
 - 1.3.1. The Contractor must have an office space in each Geographical Region where services are provided, and must also travel to community locations including, but not limited to:
 - 1.3.1.1. Local libraries;
 - 1.3.1.2. Community colleges;
 - 1.3.1.3. Community resources centers;
 - 1.3.1.4. One Stop Centers; and
 - 1.3.1.5. Other state-acceptable establishments that are convenient to the participants.
 - 1.3.2. The Contractor must ensure participants work toward achieving identified goals in an individualized manner. Providing services in a work simulated environment with identified structured curricula will be used cautiously and minimally in this service delivery model.
 - 1.3.3. The Contractor must deliver services individually, in a group setting in

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which all participants have a vested interest or need, in person, via remote workshops, by telephone, and using email and other technologies, including video conferencing. Individualized services are crucial to the service delivery model and must focus on the six (6) areas of workforce development identified by the Department, which are as follows:

- 1.3.3.1. High School Credential Attainment.
 - 1.3.3.2. Career Exploration and Identification.
 - 1.3.3.3. Training/Credential Attainment-Licensures and/or Apprenticeship Program.
 - 1.3.3.4. Completion of an Employment Portfolio.
 - 1.3.3.5. Participation in a Work Experience or On-the-Job Training (OJT).
 - 1.3.3.6. Career Ladder Employment.
- 1.4. The Contractor must actively participate in monthly meetings with the Department. Meetings will address enhancing service delivery, ensuring accountability for specified deliverables, fostering collaboration on training needs, promptly addressing issues, engaging in discussions about policy/protocol changes, and providing updates on the Contractor's progress. Other meetings with the Department may be required for a variety of other topics that include, but are not limited to:
- 1.4.1. District Office meetings;
 - 1.4.2. NH Works Partner meetings;
 - 1.4.3. Community stakeholder meetings; and
 - 1.4.4. Other meetings, as requested by the Department.
- 1.5. The Contractor must provide program information to the NHEP participants to share the supports that are available to them.
- 1.6. The Contractor must ensure that their Workforce Developers complete Job Developer Training, either within the initial year of the contract or within the initial year of employment with the Contractor. This obligation can be fulfilled by providing proof of current certification.
- 1.7. The Contractor must participate in on-site monitoring, conducted by the Department on an annual basis, or as otherwise required by the Department, to ensure services are being provided in accordance with this Contract. The on-site monitoring includes, but is not limited to:
- 1.7.1. Staff interviews.
 - 1.7.2. Participant interviews.
 - 1.7.3. Review of program curricula and assigned activities, as applicable.

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1.7.4. Review of documentation and data in the Department's IT systems.

1.8. The Contractor must provide Workforce Developers and Post TANF Program staff, as indicated in the Staffing Table, below.

Staffing Table:

District Office	Services	
	Workforce Developer	Post TANF Program
Concord Region	2	2
Laconia Region	1	1
Rochester Region	2	2
Seacoast Region	1	1

- Hours may be satisfied by multiple positions, with varying schedules, to meet the needs of the participants.

1.9. The Contractor must provide the following staff to participant ratios in the Staffing Ratio Table, below.

Staffing Ratio Table:

Timeframes	Ratios	
	Workforce Developer	Post TANF Program
Effective upon G&C approval through 6/30/2025	25 : 1	30 : 1
7/1/2025 – 6/30/2026	25 : 1	35 : 1

1.10. Scope of Services – Workforce Development Services

1.10.1. The Contractor must provide service to participants that are in alignment with the Department Career Counselor's completed assessment and employment plan, which includes immediate, near term and long-term needs, and goals of the participant.

1.10.2. The Contractor must ensure that individualized, quality and equitable services are provided to participants that are aligned with and follow the workforce development areas which include, but are not limited to:

1.10.2.1. **Expanded Career Exploration.** The Contractor must provide training and support on:

1.10.2.1.1. Labor market tools, utilization and information including: Occupational Information Network (O*NET), Bureau of Labor Statistics, Economic Labor Market

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- Information and other state and federal assistance resources;
- 1.10.2.1.2. Career opportunities that are identified as in-demand with salary range increases and opportunities for upward career advancement;
- 1.10.2.1.3. Wage projections related to specific industries and sector partner initiative evolution;
- 1.10.2.1.4. Employment trends;
- 1.10.2.1.5. Working with employers to set up job shadows and job tours; and
- 1.10.2.1.6. Administering and working with skills and interest assessments.
- 1.10.2.2. **Training and Credentialing Attainment.** The Contractor must support and assist NHEP participants with:
 - 1.10.2.2.1. Working with employers to identify the training necessary to fill open positions to address their employee shortages;
 - 1.10.2.2.2. Collaborating with employers and training providers, such as the Community College System and other educational programs, to develop customized trainings to address the employee shortage needs of New Hampshire businesses; and
 - 1.10.2.2.3. Navigating available opportunities connected to apprenticeships.
- 1.10.2.3. **Employability Skills Training, Community Service, and Employment Portfolio Development.** The Contractor must provide training and development on:
 - 1.10.2.3.1. Resumes: Update to address specific occupational/industry language.
 - 1.10.2.3.2. Cover Letters.
 - 1.10.2.3.3. Employment applications.
 - 1.10.2.3.4. Interview skills and preparedness.
 - 1.10.2.3.5. Utilizing existing labor market tools and information.
 - 1.10.2.3.6. Utilizing various job search training methods.
 - 1.10.2.3.7. Interpersonal soft skills.

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- 1.10.2.3.8. Collaborating and partnering with community service agencies to increase work readiness skills.
- 1.10.2.4. **Work Experience/Internship.** The Contractor must:
 - 1.10.2.4.1. Develop work experience/internship opportunities that are in line with participant career goals.
 - 1.10.2.4.2. Ensure work experience/internship opportunities are no longer than 240 hours and do not exceed 16 weeks in duration.
 - 1.10.2.4.3. Monitor participant progress at the work experience/internship site on a bi-weekly basis.
 - 1.10.2.4.4. Monitor participant progress at the work experience/internship site on a monthly basis with the employer partner.
 - 1.10.2.4.5. Develop and execute work experience agreements with both employers and participants.
 - 1.10.2.4.6. Work with participants in collaboration with businesses through the on-boarding process.
- 1.10.2.5. **Career Ladder Employment and/or On-The-Job Training (OJT) Support.** The Contractor must assist and support participants in all areas of their employment, including but not limited to:
 - 1.10.2.5.1. The on-boarding process.
 - 1.10.2.5.2. Job retention.
 - 1.10.2.5.3. Workforce development training and other services related to employment stabilization.
 - 1.10.2.5.4. Career development and advancement.
 - 1.10.2.5.5. Wage progression.
 - 1.10.2.5.6. Re-employment supports and services.
- 1.10.3. The Contractor must become familiar with and have a strong working knowledge and understanding of the New Hampshire's Work Verification Plan and how that plan guides service delivery based on the twelve (12) allowable federal TANF activities located on the Federal Register 45 CFR Parts 261, 262, 263, and 265. <https://www.govinfo.gov/content/pkg/FR-2008-02-05/pdf/08-455.pdf>.
- 1.10.4. The Contractor, in collaboration with the Department, must provide

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support services, as referenced in Attachment 2 – NHEP Employment & Training Support (ETS) Activities Interface in New HEIGHTS & Bridges and direct navigation with participants to address and/or remove challenges to employment, including but not limited to:

- 1.10.4.1. Transportation;
- 1.10.4.2. Child care.
- 1.10.4.3. Family and work balance.
- 1.10.4.4. Other challenges to employment that may include, but are not limited to:

- 1.10.4.4.1. Mitigating obstacles while employed;
- 1.10.4.4.2. Assistance with new employee acclimation to the workplace;
- 1.10.4.4.3. Conflict resolution; and
- 1.10.4.4.4. Assistance with unforeseen challenges, including but not limited to:
 - 1.10.4.4.4.1. Car repairs;
 - 1.10.4.4.4.2. Necessary tools of the trade; and
 - 1.10.4.4.4.3. Workplace uniforms and clothing.

1.10.5. The Contractor must collaborate with all State of New Hampshire Workforce partners to broaden opportunities available to participants, which includes, but is not limited to:

- 1.10.5.1. Agencies funded by the Workforce Innovation Opportunity Act (WIOA).
- 1.10.5.2. NH Department of Education; Vocational Rehabilitation.
- 1.10.5.3. NH Employment Security, One Stop Centers.
- 1.10.5.4. Family Resource Centers.
- 1.10.5.5. Other community partners approved by the Department.

1.10.6. The Contractor must collaborate with other workforce agencies and partners to coordinate and/or blend multiple funding streams necessary to support the NHEP/TANF population with tuition, reduction in challenges to employment, and employment needs, in order to prepare participants to transition from public assistance.

1.10.7. The Contractor must collaborate with other workforce and training providers to maintain current knowledge of the various credentialing, training, on-the-job training (OJT), apprenticeship and direct employment opportunities that are available, in order to offer those opportunities to NHEP participants.

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1.10.8. The Contractor must work in collaboration with employers, Department Career Counselors, and participants to ensure that all parties are communicating appropriately and timely.

1.10.9. The Contractor must report all participant changes, including changes in employment status, to the Department Career Counselors within two (2) business days.

1.10.10. Reporting Requirements.

1.10.10.1. The Contractor must enter individual participant data into the Department's New HEIGHTS system at least monthly, that includes but is not limited to:

1.10.10.1.1. Employment data.

1.10.10.1.2. Service delivery data.

1.10.10.1.3. Any required documents.

1.10.10.1.4. Updates to participant contact information.

1.10.10.2. The Contractor must report to the Department's Bureau Chief of Employment Supports or designee by the tenth (10th) calendar day following the end of the reporting period of each month, that includes but is not limited to:

1.10.10.2.1. Number of participants referred for:

1.10.10.2.1.1. Work Experience.

1.10.10.2.1.2. Community Service.

1.10.10.2.1.3. On-the-job Training (OJT).

1.10.10.2.1.4. Apprenticeship.

1.10.10.2.1.5. Unsubsidized employment.

1.10.10.2.2. Number of participants that started in a Work Experience/Community Service.

1.10.10.2.3. Number of participants that started an OJT/Apprenticeship/Unsubsidized employment.

1.10.10.2.4. Number of Work Experience/Community Service agreements developed.

1.10.10.2.5. Number of Work Experience/Community Services agreements, actually started.

1.10.10.2.6. Total number of participants in Work Experiences.

1.10.10.2.7. Number of participants in Work Experience that led to OJT.

1.10.10.2.8. Number of participants in a Work Experience that led to direct employment.

1.10.10.2.9. Number of participants in an OJT.

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- 1.10.10.2.10. Number of OJT's that led to direct employment.
- 1.10.10.2.11. Number of referrals received from Department Career Counselors in the month.
- 1.10.10.2.12. Number of overall active participants in the month.
- 1.10.10.2.13. Number of contacts with participants made in the month, broken down by the following contact methods, that include but are not limited to:
 - 1.10.10.2.13.1. Phone contact.
 - 1.10.10.2.13.2. Email and other technologies.
 - 1.10.10.2.13.3. Video conferencing.
 - 1.10.10.2.13.4. In-person.
 - 1.10.10.2.13.5. In a group setting, including workshops and job fairs.
- 1.10.10.2.14. Number of participants who entered employment.
- 1.10.10.2.15. Number of job losses in the month.
- 1.10.10.2.16. Any other data requested by the Department.

1.10.11. Performance Measures.

1.10.11.1. *Work Experience/Internship.* The Contractor must ensure:

- 1.10.11.1.1. Minimum of 70% of participants are placed in a Work Experience/Internship within 60 days of referral date.
- 1.10.11.1.2. Minimum of 70% of participants transition from their Work Experience into either OJT, Apprenticeship or Unsubsidized Employment after completion of either 16 weeks or 240 hours in the Work Experience.
- 1.10.11.1.3. Minimum of 95% of all participants will be reached out to bi-weekly to discuss how the Work Experience is progressing.
- 1.10.11.1.4. Minimum of 95% of employer partners will receive monthly communication in order to assess participants progress, and to gather information regarding transitioning participants from their Work Experience to

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OJT or Unsubsidized Employment. Each monthly communication will be documented within the New HEIGHTS system.

1.10.11.2. *On-the-Job Training (OJT)*. The Contractor must ensure:

- 1.10.11.2.1. Minimum of 70% of participants are placed in an OJT within 60 days of referral date.
- 1.10.11.2.2. Minimum of 90% of all participants will enter into Unsubsidized Employment upon the completion of the OJT.
- 1.10.11.2.3. Minimum of 95% of all participants will be reached out to bi-weekly to discuss how the OJT is progressing.
- 1.10.11.2.4. Minimum of 95% of employer partners will receive monthly communication in order to assess participant progress as well as gather information regarding transitioning participants from their Work Experience to OJT to unsubsidized employment. Each monthly communication will be documented within the New HEIGHTS system.

1.10.11.3. *Apprenticeships*. The Contractor must ensure:

- 1.10.11.3.1. Minimum of 95% of all participants will be reached out to monthly to discuss how the Apprenticeship is progressing, including progressive wage gains.
- 1.10.11.3.2. Minimum of 95% of all participants will be supported through all training aspects of the apprenticeship and all credentials, training, post-secondary educational achievements will be captured.
- 1.10.11.3.3. Minimum of 95% ongoing communication with apprenticeship partners. Each monthly communication will be documented within the New HEIGHTS system.

1.10.11.4. *Unsubsidized Employment* for those in NHEP, the Disregard Pilot and the Post-TANF Program (as appropriate for individual situations and needs). The Contractor must ensure:

- 1.10.11.4.1. Minimum of 95% of all participants will be reached out to monthly, to discuss how the

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job is progressing, including a focus on the following (as appropriate):

- 1.10.11.4.1.1. Workforce development training, including credentials, upskilling, employer provided training opportunities, etc.
- 1.10.11.4.1.2. Career development and advancement including, high demand industries.
- 1.10.11.4.1.3. Wage progression.
- 1.10.11.4.1.4. Job retention, related to employment stabilization.
- 1.10.11.4.1.5. Re-employment supports and services.
- 1.10.11.4.1.6. Mitigating obstacles to employment.
- 1.10.11.4.1.7. Employment and training assistance services.

1.10.11.4.2. Each monthly communication will be documented within the New HEIGHTS system.

1.11. Scope of Services – Post TANF Program Services for NHEP

1.11.1. The Contractor must make and document at least three (3) contact attempts to successfully engage each individual offered services in the Post TANF Program within ten (10) business days of receipt of a referral from the Department, which will include the NHEP participant contact information.

1.11.1.1. Phone contact.

1.11.1.2. Email and other technologies.

1.11.1.3. Video conferencing.

1.11.1.4. In-person.

1.11.1.5. In a group setting, including workshops and job fairs.

1.11.2. The Contractor must utilize the Department's New HEIGHTS system to document all contact and activities with participants in the Post TANF Program.

1.11.3. The Contractor must ensure that different contact methods are utilized, in efforts to reach Post TANF participants and/or participants in the Disregard Pilot Program, including in-person, at the home of the

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participant (with their verbal permission), and/or in-person in the community, when necessary and appropriate. Contact and/or services should be provided no less than twice per month.

1.11.4. The Contractor must provide resource and services to meet the individual needs of the participant to assist the participant in meeting employment goals which may include, but are not limited to:

1.11.4.1. Referrals for services;

1.11.4.2. Direct delivery of services; and

1.11.4.3. Authorization of payment for services.

1.11.5. **Transitional Workforce Services:**

1.11.5.1. The Contractor must ensure that individuals receive transitional workforce services to assist them in transitioning from one job to another or from one career area to another, on an as needed basis, in the following areas:

1.11.5.1.1. Career counseling;

1.11.5.1.2. Workforce development training and other services related to employment stabilization;

1.11.5.1.3. Job retention; and

1.11.5.1.4. Post TANF employment.

1.11.6. **Stabilization and Support Services:**

1.11.6.1. The Contractor must approve and provide payment for stabilization and support services, as referenced in Attachment 2 – NHEP Employment & Training Support (ETS) Activities Interface in New HEIGHTS & Bridges, on an as needed basis in the following areas:

1.11.6.1.1. Transportation allowances;

1.11.6.1.2. Auto repairs;

1.11.6.1.3. Dental care;

1.11.6.1.4. Uniforms and tools;

1.11.6.1.5. Eye glasses;

1.11.6.1.6. Child care;

1.11.6.1.7. Tuition assistance;

1.11.6.1.8. Technology and access to technology; and

1.11.6.1.9. Other items approved by the Department.

1.11.6.2. The Contractor must provide supporting documentation upon the Department's request for all supportive services, in accordance with Exhibit C.

1.11.6.3. The Contractor must coordinate with appropriate local

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resources to connect participants, on an as needed basis to the services and assistance that will support them in their progression toward upward economic mobility.

1.11.7. High School Credential Attainment. The Contractor must:

1.11.7.1. Have a working knowledge of the Adult Education system in New Hampshire and support participants in navigating the services required to work toward the obtainment of their High School Credential.

1.11.7.2. Provide assistance and support to participants in all aspects of the attainment of a secondary school diploma, High School (HS) or High School Equivalency Test (HiSet).

1.11.8. Job Retention/Post-Employment Services:

1.11.8.1. The Contractor must provide and ensure that participants receive the following job retention and post-employment services, on an as needed basis, in the following areas:

- 1.11.8.1.1. Ongoing communication;
- 1.11.8.1.2. Support with employment issues;
- 1.11.8.1.3. Interpersonal skills;
- 1.11.8.1.4. Workplace mentoring;
- 1.11.8.1.5. Crisis prevention and resolution;
- 1.11.8.1.6. Linkages with job training; and
- 1.11.8.1.7. Occupational skills training to obtain, maintain and upgrade employment.

1.11.9. Wage Progression:

1.11.9.1. The Contractor must provide and ensure that referred participants receive wage progression services, in the following areas, as needed:

- 1.11.9.1.1. Self-advocacy and leadership skills;
- 1.11.9.1.2. Occupation and wage information;
- 1.11.9.1.3. Financial literacy training, including:
 - 1.11.9.1.3.1. Household budgeting;
 - 1.11.9.1.3.2. Methods to increase of credit scores;
 - 1.11.9.1.3.3. Banking, including checking and saving accounts; and
 - 1.11.9.1.3.4. Interest rates.

1.11.9.1.4. Federal Earned Income Tax Credit and Child Tax Credit counseling; and

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1.11.9.1.5. Work Opportunity Tax Credits.

1.11.10. Re-Employment Services:

1.11.10.1. The Contractor must provide and ensure that referred participants receive the following re-employment services to reach their desired career goals:

- 1.11.10.1.1. Comprehensive workforce development and job search skills;**
- 1.11.10.1.2. Job leads and introductions to employers; and**
- 1.11.10.1.3. Assistance with reactivating available benefits during re-employment search phase and/or during occupational training.**

1.11.11. Reporting Requirements:

1.11.11.1. The Contractor must enter individual participant data and updates into the Department's New HEIGHTS system on the day that contact is made with the participant and/or services are delivered. Updated contact/service data must include, but is not limited to:

- 1.11.11.1.1. Employment data.**
- 1.11.11.1.2. Post-Secondary enrollment/achievement data.**
- 1.11.11.1.3. Client demographics.**
- 1.11.11.1.4. Service delivery data.**
- 1.11.11.1.5. Any required documents.**
- 1.11.11.1.6. Participant's contact data.**

1.11.11.2. The Contractor must submit a monthly programmatic report, to the Department's Bureau Chief of Employment Supports or designee by the tenth (10th) day of each month, to the Department, monthly and year to date totals of the following:

- 1.11.11.2.1. Number of referrals from Department Career Counselors in the month.**
- 1.11.11.2.2. Number of individuals that became active participants from referrals received in the month.**
- 1.11.11.2.3. Number of overall active participants in the month.**
- 1.11.11.2.4. Number of cumulative active participants to date in the contract year (non-duplicative count).**

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- 1.11.11.2.5. Number of contacts in the month, to include contact type.
- 1.11.11.2.6. Number of participants who entered employment.
- 1.11.11.2.7. Number of job losses in the month.
- 1.11.11.2.8. Number of participants enrolled in education.
- 1.11.11.2.9. Number of participants who discontinued education prior to completion.
- 1.11.11.2.10. Number of participants who completed education.

1.11.12. Performance Measures. The Contractor must ensure:

- 1.11.12.1. Minimum of 80% of participants enrolled in the Post TANF Program complete an up-to-date employment portfolio.
- 1.11.12.2. Minimum of 75% of participants enrolled in the Post TANF Program, including those in the Disregard Pilot Program, receive financial literacy services based on the strengths and needs of the participant identified on their financial literacy assessment, completed at the time they started with NHEP, including subsequent training in this area to date.
- 1.11.12.3. Minimum of 80% of participants who enroll in the Post TANF Program, including those in the Disregard Pilot Program; receive contact and services from their Career Counselor on a bi-weekly basis; or at a minimum of monthly.
- 1.11.12.4. Minimum of 70% of Post TANF Program participants maintaining employment, Second Quarter after exit from NHEP.
- 1.11.12.5. Minimum of 70% of participants enrolled in the Post TANF Program maintain employment for the Post TANF Program year, Fourth Quarter after exit from NHEP.
- 1.11.12.6. Rate of TANF Program recidivism of Post TANF Program participants is 20% or less.
- 1.11.12.7. Minimum of 10% of participants who enter Post TANF Program without an occupational skills training credential/post-secondary degree/license will obtain an occupational skills training credential/post-secondary degree/license while in the program.

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

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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. Confidential Data

1.13.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.

1.13.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

1.14. Privacy Impact Assessment

1.14.1. 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:

1.14.1.1. How PII is gathered and stored;

1.14.1.2. Who will have access to PII;

1.14.1.3. How PII will be used in the system;

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- 1.14.1.4. How individual consent will be achieved and revoked; and
- 1.14.1.5. Privacy practices.
- 1.14.2. 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.
- 1.15. Department Owned Devices, Systems and Network Usage
 - 1.15.1. Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, 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 fulfillment of this Agreement, must:
 - 1.15.1.1. 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;
 - 1.15.1.2. 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;
 - 1.15.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
 - 1.15.1.4. 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;
 - 1.15.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

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- 1.15.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
- 1.15.1.7. 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."
- 1.15.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 1.15.1.9. Agree when utilizing the Department's email system:
 - 1.15.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov";
 - 1.15.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
 - 1.15.1.9.3. 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."
- 1.15.1.10. 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:
 - 1.15.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
 - 1.15.1.10.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department

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wide Computer Use Agreement upon execution of the Agreement and annually thereafter.

1.15.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.

1.15.1.11. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.15.1.12. Contractor 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.

1.15.2. Workspace Requirement

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

1.5.2 The Contractor must utilize the Department's State-owned loaned assets to expand upon their personnel's ability to perform the scope of work outlined in Exhibit B – Scope of Services. The loaned assets are outlined in Exhibit B-1, Department Loaned Asset Inventory, which is attached hereto and incorporated by reference herein. The Contractor agrees to the following terms regarding the use of loaned assets:

1.5.2.1 Assets to be Used by User: Subject to the terms and conditions of this Agreement, the Department agrees to provide to User with the Assets listed on Exhibit B-1 Department Loaned Asset Inventory, which is attached hereto and incorporated by reference herein. This is a non-transferable right for the User to use the Assets. The type of asset and quantity deployed will be determined jointly by the Contractor and the Department. An Asset inventory reflecting the deployed Assets will be managed by the Department with input and validation by the Contractor and will be updated as needed for asset management for the

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duration of this Agreement.

- 1.5.2.2. The Contractor agrees to use and operate the assets only in conjunction with the business use stated herein for administration of the Exhibit B – Scope of Services, unless otherwise agreed upon by mutual written consent, and with written exception approval by the Department's Information Security or Deputy Information Security Officer.
- 1.5.2.3 The Contractor agrees the terms and conditions of the entire Agreement apply to the loaned assets as well.
- 1.5.2.4 The Contractor agrees the loaned assets will not be taken out of the contiguous United States nor will remote software be used to remote into the device from outside the contiguous United States.
- 1.5.2.5 The Contractor acknowledges the assets will be provided with specific standard Microsoft software identified on Exhibit B-1 Department Loaned Asset Inventory. The Contractor agrees it will not purchase for or install software in the loaned asset. If non-standard software is required, the Contractor and the Department's Division of Economic Stability's Information Services Lead will work with the Department's Security Office to obtain appropriate approvals and security reviews prior to software/application procurement and installation.
- 1.5.2.6 The Contractor acknowledges the Department's Security Office and NH DoIT will provide technical assistance or IT support in association with the use of the assets. New HEIGHTS System technical team, the system contractor, and/or NH Department of Information Technology (DoIT) will provide technical assistance or IT support for the use of the system as applicable.
- 1.5.2.7 The Contractor understands the loaned assets may be replaced by the Department or NH DoIT over the life of the Agreement and agrees to comply with requirements to return and receive new devices as directed by the Department and/or NH DoIT.
- 1.5.2.8 The Contractor understands and agrees that the Department retains ownership of the loaned assets and will return them to the Department in good working condition within thirty (30) days of contract termination, inclusive of any amendments to extend the contract term.

1.16. Upon termination of the Agreement the assets will be returned to the Department's Information Security Office and the data preserved per the terms

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and conditions of the Agreement and, if applicable, the Contract End-of-Life Transition plan. Contract End-of-Life Transition Services

1.16.1. General Requirements

1.16.1.1. If applicable, upon termination or expiration of the Agreement 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.

1.16.1.2. 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.

1.16.1.3. 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.

1.16.1.4. 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

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manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.

1.16.1.5. Should the data Transition extend beyond the end of the Agreement, the Contractor agrees that the 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.

1.16.1.6. 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 the Department's DHHS Information Security Requirements Exhibit.

1.16.2. Completion of Transition Services

1.16.2.1. 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.

1.16.2.2. 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 the Department's Information Security Requirements Exhibit.

1.16.3. Disagreement over Transition Services Results

1.16.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, 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 Agreement.

1.17. Website and Social Media

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- 1.17.1. 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.
- 1.17.2. 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 the terms of the Department's Information Security Requirements Exhibit, the Business Associate Agreement signed by the parties, and all applicable Department and federal law, rules, and agreements. Unless specifically required by the Agreement 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.
- 1.17.3. State of New Hampshire's Website Copyright
 - 1.17.3.1. 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 comply with all Exhibit D Federal Requirements, which are attached hereto and incorporated by reference herein.
- 2.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit E, DHHS Information Security Requirements.
- 2.3. 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 F, Business Associate Agreement, which has been executed by the parties.

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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:

3.2.1.1. A detailed description of the language assistance services, within ten (10) days of the Effective Date of the Agreement, 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.

3.2.1.2. A written attestation, within 45 days of the Effective Date of the Agreement and annually thereafter, that all personnel involved the provision of services to individuals under this Agreement have completed, within the last 12 months, the Contractor Required Training Video on Civil Rights-related Provisions in DHHS Procurement Processes, which is accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>); and

3.2.1.3. The Department's Federal Civil Rights Compliance Checklist within ten (10) days of the Effective Date of the Agreement. The Federal Civil Rights Compliance Checklist must have been completed within the last 12 months and is accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>).

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

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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.

3.4. Operation of Facilities: Compliance with Laws and Regulations

3.4.1. In the operation of any facilities for providing services, the Contractor must comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which must impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit must be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities must comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and must be in conformance with local building and zoning codes, by-laws and regulations.

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

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evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

- 4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.
- 4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

Attachment I – NHEP ETS Activities Interface in New HEIGHTS & Bridges

Employment & Training Support (ETS) Services

The following information is intended for use by the NHEP Employment Counselors when authorizing ETS services for eligible clients, using New HEIGHTS and Bridges systems for active participants.

If ETS services are funded by the Contractor for the Post TANF Program, adhere to the following guidelines.

Bridges/New HEIGHTS Activities Interface

New HEIGHTS SYSTEM		BRIDGES		
ACTIVITY	CODE	ACTIVITY	CODE	ALLOWABLE SERVICE
ABE/GED Contract	AB	Education	02	01-17
ABE/GED Non-Contract	GE	Education	02	01-17
AWEP	AW	AWEP	08	01-07, 10-18
AWEP Concurrent	AI	AWEP	08	01-07, 10-18,
Barrier Resolution	BR	Barrier Resolution	10	01, 06, 07, 16, 17, 19
CWEP (Community Service)	CS	CWEP	13	01-07, 10-18
CWEP Concurrent	CI	CWEP	13	01-07, 10-18
Employment	EM	Employment	01	01-07, 10-17
Employment 1st Concurrent	E1	Employment	01	01-07, 10-17
Employment 2nd Concurrent	E2	Employment	01	01-07, 10-17
English as a Second language	EN	Education	02	01-17
English as a Second language Concurrent	NI	Education	02	01-17
Family Intervention	FI	Job Readiness	10	01, 06, 07, 16, 17, 19
High School	HS	Education	02	01-17
HomeCare Works	HC	OJT	07	01-17
Job Readiness	JR	Job Readiness	04	01-07, 10-17
Job Search	JS	Job Search	06	01-07, 10-17
OJT	OJ	OJT	07	01-17
Post-Secondary Education	PS	Post-Secondary	05	01-17
Self-Employment	SE	Employment	01	01-07, 10-17
Self-Employment Concurrent	SA	Employment	01	01-07, 10-17
Single Course	SC	Single Course	09	01-17
Single Course Concurrent	SI	Single Course	09	01-17
Vocational Educational Training	CT	Vocational Skills Training	03	01-17
Workplace Success (CWEP)	JC	CWEP	13	01-07, 10-17
Workplace Training – Secondary activity offered at the Workplace Success OR any other secondary training program.	TO	Single Course	09	01-17

Attachment 1 – NHEP ETS Activities Interface in New HEIGHTS & Bridges

- TANF Cash must be open, client must be enrolled in the Work Program, and meeting participation to receive ETS services
- All requests for ETS services must be preapproved by the ECS
- All ETS services must be authorized in the activity requiring the service
- Providers must submit bill no more than 90 days after ETS Service end date
- Transportation is the only ETS that can span two fiscal years

Service Code and Type Payment Method Form #	Requirements	Service Codes Group General Limits Time Limits
01 Child Care Registration PROVIDER 255	<ul style="list-style-type: none"> • Authorize under case head RID # • Cannot be used for first week of CC • One-time payment per child per provider per SFY 	01-05 Combined- \$500 SFY Individual- None 2 month, 1 SFY
02 Education/Training PROVIDER 255		01-05 Combined- \$500 SFY Individual- None 2 month, 1 SFY
03 Books & Supplies PROVIDER 255		01-05 Combined- \$500 SFY Individual- None 2 month, 1 SFY
04 Uniforms PROVIDER 255	<ul style="list-style-type: none"> • Must be used for uniforms only • Must complete Clothing Request Approval Form 274T 	01-05 Combined- \$500 SFY Individual- None 2 month, 1 SFY
05 Tools of the Trade PROVIDER 255		01-05 Combined- \$500 SFY Individual- None 2 month, 1 SFY
06 Auto Repair BOTH 255	<ul style="list-style-type: none"> • Must be determined the auto is necessary to participate in NHEP • Copy of valid driver's license/auto registration must be on file • Review written estimate of the cost of repairs from an auto repair business to include: <ul style="list-style-type: none"> ✓ Name, address and phone # of the business ✓ Itemized list of repairs including parts, labor, and associated costs necessary to make the vehicle functional and safe ✓ NHEP Roadworthy Statement indicating the vehicle is worth repairing • Vehicle must be registered to client, other parent in 2-parent case, or dependent child <p>(Written estimate must be submitted in advance of service being provided except in an emergency where the vehicle requires towing.)</p>	06 \$500 SFY 2 month, 1 SFY
07 Transportation CLIENT 256		07 & 17 Combined- \$160/mo. 12 month, 2 SFY
17 Public/Private Carrier PROVIDER 256A	<ul style="list-style-type: none"> • Can be multi-ride or monthly pass 	07 & 17 Combined- \$160/mo. 4 month, 1 SFY
08 Tuition PROVIDER 257	<ul style="list-style-type: none"> • Used for: Post-Secondary Education, or Vocational Training • Before authorizing, The ECS must receive: <ul style="list-style-type: none"> ✓ the name of the program, ✓ proof of enrollment, 	\$1575 SFY 6 month, 1 SFY

Attachment 1 – NHEP ETS Activities Interface in New HEIGHTS & Bridges

08 Tuition (cont.) PROVIDER 257	<ul style="list-style-type: none"> ✓ the class schedule, and ✓ the expected start and end dates. • Education & Training Assessment Checklist must be completed • Vocational assessment must have been completed and program match career goals • All other sources of funding (PELL Grants, WIOA funding etc.) must have been exhausted 	<p style="text-align: center;">\$1575 SFY 6 month, 1 SFY</p>
10 Auto Insurance BOTH 255	<ul style="list-style-type: none"> • May be billed prior to service provided. • Auto insurance for only the usual and customary rates, not for higher rates due to accidents, violations, etc. • A statement of coverage & charges from the provider is needed • Must provide a minimum of 12 months of coverage. • May only be used if auto insurance is a condition of employment 	<p style="text-align: center;">10-12, 14-16 Combined- \$750 Individual- None 2 month, 1 SFY</p>
11 Auto Registration CLIENT 255	<ul style="list-style-type: none"> • May be billed prior to service provided • Client provides current registration as an estimate of cost or an estimate from the city clerk's office • Client provides copy of valid driver's license • Cannot be used for vanity plates • Vehicle must be registered to client, other parent in 2-parent case, or dependent child 	<p style="text-align: center;">10-12, 14-16 Combined- \$750 Individual- \$350 2 month, 1 SFY</p>
12 Driver's License Fees CLIENT 255	<ul style="list-style-type: none"> • May be billed prior to service provided • Recipient must provide copy of the new license 	<p style="text-align: center;">10-12, 14-16 Combined- \$750 Individual- \$90 2 month, 1 SFY</p>
14 Work/Office clothing BOTH 255	<ul style="list-style-type: none"> • Not for uniforms • Must be approved for activity appropriate clothing only • Must complete Clothing Request Approval Form 274T. 	<p style="text-align: center;">10-12, 14-16 Combined- \$750 Individual- \$200 2 month, 1 SFY</p>
15 Personal Care BOTH 255	<ul style="list-style-type: none"> • Used for haircuts and personal care items (Toothpaste/toothbrush, deodorant, etc.) 	<p style="text-align: center;">10-12, 14-16 Combined- \$750 Individual- \$25 2 month, 1 SFY</p>
16 E/O Other BOTH 255	<ul style="list-style-type: none"> • Requires FSM approval if: <ul style="list-style-type: none"> ➢ Auto repair exceeds \$300 ➢ Incidentals (CBC, clothing, etc.) exceeds \$60 • All other resources must be exhausted 	<p style="text-align: center;">10-12, 14-16 Combined- \$750 Individual- None 2 month, 1 SFY</p>
13 Dental PROVIDER 255	<ul style="list-style-type: none"> • Requires FSM approval if over \$200 • All other resources must be exhausted • Cannot be approved for Prophylaxis or Orthodontics • Surgery covered under Medicaid 	<p style="text-align: center;">13 \$1500 SFY 4 month, 1 SFY</p>
18 Mentor Program (CC Solutions) PROVIDER 255		<p style="text-align: center;">18 \$800/Provider \$1000 SFY 2 month, 1 SFY</p>
19 Assessment PROVIDER 255		<p style="text-align: center;">19 \$800 SFY 2 month, 1 SFY</p>

**Exhibit B - 1
Department Loaned Asset Inventory**

Contractor Company Name: _____

Full Name of Primary Contractor Point-of-Contact (POC) for Assets: _____

Full Name of Department POC for Assets: _____

Contractor POC Email Address:	Department POC Email Address:
Contractor POC Phone Number:	Department POC Phone Number:
Contractor POC Office Address:	Department POC Office Address:

Asset Description	Model Number	Quantity
Dell Latitude 5310 i5, 16GB DDR4 RAM, 256 SSD, LTE (Includes power adapter/cord, Windows 10)		
Dell WD19 Docking Station (includes power adapter/cord)		
Dell P2217 Monitor (includes power cable, VGA cable, DisplayPort cable)		
Dell Pro Briefcase		
Dell KB1 Wired Keyboard		
Dell MS1 Wired Mouse		
Microsoft Office Professional		

**New Hampshire Department of Health and Human Services
Strengthening Citizens and Businesses for Economic Mobility**

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 83% Federal funds, Administration for Children and Families, as awarded on February 7, 2024, by the Department of Health and Human Services, Temporary Assistance for Needy Families Program, ALN #93.558, FAIN #22NHTANF.
 - 1.2. 17% General funds.
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 C-2 Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 4.4. Includes supporting documentation of allowable costs including, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable. The Contract shall provide the supporting documentation:
 - 4.4.1. With each invoice unless otherwise determined by the Department.
 - 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 besinvoices@dhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services

**New Hampshire Department of Health and Human Services
Strengthening Citizens and Businesses for Economic Mobility**

EXHIBIT C

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.
 - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

**New Hampshire Department of Health and Human Services
Strengthening Citizens and Businesses for Economic Mobility**

EXHIBIT C

- 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 8.4. 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 upon request.
- 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			
Contractor Name: <i>Southern New Hampshire Services, Inc.</i>			
Budget Request for: <i>Strengthening Citizens and Businesses for Economic Mobility - Concord & Laconia Region</i>			
Budget Period: <i>Effective G&C approval through June 30, 2026</i>			
Indirect Cost Rate (if applicable) 9.90%			
Line Item	Program Cost - Funded by DHHS - SFY 24	Program Cost - Funded by DHHS - SFY 25	Program Cost - Funded by DHHS - SFY 26
1. Salary & Wages	\$57,082	\$362,752	\$373,285
2. Fringe Benefits	\$25,454	\$148,824	\$164,440
3. Consultants	\$0	\$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	\$0
5.(a) Supplies - Educational	\$0	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0	\$0
5.(e) Supplies - Office	\$2,000	\$4,500	\$3,000
6. Travel	\$2,000	\$7,687	\$8,072
7. Software	\$0	\$0	\$0
8. (a) Other - Marketing/Communications	\$1,000	\$1,000	\$500
8. (b) Other - Education and Training	\$0	\$2,000	\$0
8. (c) Other - Other (specify below)	\$0	\$0	\$0
Occupancy	\$12,411	\$49,644	\$49,644
Employment Training Services	\$10,250	\$48,750	\$80,000
Liability Insurance	\$340	\$0	\$0
Telephone	\$1,431	\$8,901	\$8,895
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
9. Subrecipient Contracts	\$0	\$0	\$0
Total Direct Costs	\$117,968	\$632,059	\$687,838
Total Indirect Costs	\$10,070	\$57,748	\$60,176
Subtotals	\$128,038	\$689,807	\$748,012
TOTAL		\$1,565,857	

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Contractor Initials: _____
Date: 3/26/2024

Exhibit C-2 Budget

New Hampshire Department of Health and Human Services			
Contractor Name: <i>Southern New Hampshire Services, Inc.</i>			
Budget Request for: <i>Strengthening Citizens and Businesses for Economic Mobility - Rochester & Seacoast Region</i>			
Budget Period: <i>Effective G&C approval through June 30, 2026</i>			
Indirect Cost Rate (if applicable) 9.90%			
Line Item	Program Cost - Funded by DHHS - SFY 24	Program Cost - Funded by DHHS - SFY 25	Program Cost - Funded by DHHS - SFY 26
1. Salary & Wages	\$36,149	\$361,309	\$371,823
2. Fringe Benefits	\$13,846	\$141,098	\$158,390
3. Consultants	\$0	\$0	\$0
4. Equipment	\$0	\$0	\$0
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	\$0	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0	\$0
5.(e) Supplies - Office	\$1,061	\$4,744	\$3,256
6. Travel	\$1,000	\$7,655	\$8,037
7. Software	\$0	\$0	\$0
8. (a) Other - Marketing/Communications	\$1,000	\$1,000	\$500
8. (b) Other - Education and Training	\$0	\$4,000	\$0
8. (c) Other - Other (specify below)	\$0	\$0	\$0
Occupancy	\$12,308	\$50,705	\$51,309
Employment Training Services	\$18,250	\$48,750	\$80,000
Liability Insurance	\$340	\$3,500	\$3,500
Telephone	\$1,955	\$12,286	\$11,911
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
9. Subrecipient Contracts	\$0	\$0	\$0
Total Direct Costs	\$83,909	\$635,045	\$686,726
Total Indirect Costs	\$6,698	\$58,043	\$60,264
Subtotals	\$90,607	\$693,088	\$748,990
TOTAL			\$1,532,683

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION A: CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR CONTRACTORS 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 contractors (and by inference, sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a contractor (and by inference, 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 Agreement 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 Agreement. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of Agreements, 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 Contractor 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 Contractor'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 Contractor'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 Agreement 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 Agreement, 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;

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

- 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 contract officer on whose contract 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 Agreement;
 - 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 Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific Agreement.

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.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION B: CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and Byrd Anti-Lobbying Amendment (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, loan, or cooperative agreement (and by specific mention 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, loan, or cooperative agreement (and by specific mention sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, see <https://omb.report/ocr/201009-0348-022/doc/20388401>
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, 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.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION C: 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 12689 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 Agreement, 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 Agreement 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 <https://www.govinfo.gov/app/details/CFR-2004-title45-vol1/CFR-2004-title45-vol1-part76/context>.
6. The prospective primary participant agrees by submitting this Agreement 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) <https://www.ecfr.gov/current/title-22/chapter-V/part-513>.

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Exhibit D
Federal Requirements

Contractor's Initials 
Date 3/26/2024

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

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 (Agreement) 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 (1)(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 (Agreement), 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 (Agreement).
14. The prospective lower tier participant further agrees by submitting this proposal (Agreement) 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.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION D: CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS

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:

The Contractor will comply, and will require any subcontractors to comply, with any applicable federal requirements, which may include but are not limited to:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).
2. 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.
3. 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.
4. 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);
5. 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;
6. 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;
7. 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;
8. 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;
9. 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;
10. 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.
11. The Clean Air Act (42 U.S.C. 7401-7671q.) which seeks to protect human health and the environment from emissions that pollute ambient, or outdoor, air.

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Exhibit D
Federal Requirements

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12. The Clean Water Act (33 U.S.C. 1251-1387) which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.
13. Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) (41 U.S.C. 1908) which establishes administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
14. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) which establishes that all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
15. Rights to Inventions Made Under a Contract or Agreement 37 CFR § 401.2 (a) which establishes the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the Agreement. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of Agreements, or government wide suspension or debarment.

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 Agreement, the Contractor agrees to comply with the provisions indicated above.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION E: 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 Agreement, 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.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION F: 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 \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, 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 sub award or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique Entity Identifier (SAM UEI; DUNS#)
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.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

FORM A

As the Grantee 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: _____

Contractor Name: Southern New Hampshire Services Inc

3/26/2024

Date: _____

DocuSigned by:

Ryan Clouthier

Name: Ryan Clouthier

Title: Chief Operating Officer

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Exhibit D
Federal Requirements

Contractor's Initials

Date 3/26/2024

New Hampshire Department of Health and Human Services

Exhibit E

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

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New Hampshire Department of Health and Human Services
Exhibit E
DHHS Information Security Requirements

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.

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DHHS Information Security Requirements

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.

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New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements

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, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

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New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

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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DHHS Information Security Requirements

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

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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/doi/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.

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DHHS Information Security Requirements

- 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;

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DHHS Information Security Requirements

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

New Hampshire Department of Health and Human

Exhibit F



BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity." The Contractor and the Department are collectively referred to as "the parties."

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

(1) **Definitions**

- a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:
 "Breach," "Designated Record Set," "Data Aggregation," "Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."
- b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.
- c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.
- d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.
- e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.
- f. "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.

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

- a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including ~~but not~~

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Business Associate Agreement
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Date 3/26/2024



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limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

- b. Business Associate may use or disclose PHI, as applicable:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, according to the terms set forth in paragraph c. and d. below;
 - III. According to the HIPAA minimum necessary standard;
 - IV. For data aggregation purposes for the health care operations of the Covered Entity; and
 - V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.
- c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.
- d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.
- c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.
- d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or

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Exhibit F



security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

- I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - II. The unauthorized person who accessed, used, disclosed, or received the protected health information;
 - III. Whether the protected health information was actually acquired or viewed; and
 - IV. How the risk of loss of confidentiality to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.
 - f. 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 US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.
 - g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.
 - h. Within ten (10) 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 BAA and the Agreement.
 - i. 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.
 - j. 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.
 - k. Business Associate shall document any disclosures of PHI and information related to any 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.
 - l. 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

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Business Associate Agreement

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New Hampshire Department of Health and Human

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accordance with 45 CFR Section 164.528.

- m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) 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.
 - n. Within thirty (30) 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-ups of such PHI in any form or platform.
- VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, 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 as long as the 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 post a current version of the Notice of the Privacy Practices on the Covered Entity's website:
<https://www.dhhs.nh.gov/oos/hipaa/publications.htm> in accordance with 45 CFR Section 164.520.
- 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 BAA, 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 of Agreement for Cause

- a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. 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.

(6) Miscellaneous

- a. Definitions, Laws, and Regulatory References. All laws and regulations

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Date 3/26/2024



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Exhibit F

herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Business Associate Agreement, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.

- b. Change in law - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other 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 BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.
e. Segregation - If any term or condition of this BAA 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 BAA are declared severable.
f. Survival - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3) n.l., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services

Southern New Hampshire Services Inc

The State

Name of the Contractor

DocuSigned by:

DocuSigned by:

[Signature]

[Signature]

Signature of Authorized Representative

Signature of Authorized Representative

Karen Hebert

Ryan Clouthier

Name of Authorized Representative

Name of Authorized Representative

Division Director

Chief operating officer

Title of Authorized Representative

Title of Authorized Representative

3/26/2024

3/26/2024

Date

Date

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Date 3/26/2024