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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES

Jeffrey A. Meyers
Commissioner

Maureen Ryan
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9546 1-800-852-3345 Ext. 9546
Fax: 603-271-4232 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

January 3, 2017

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 for Children, Youth and Families to exercise a final renewal option to an existing agreement with Southern New Hampshire Services (Vendor #91891) for the provision of statewide Child Care Resource and Referral Services by increasing the price limitation by \$1,980,000 from \$1,980,000 to \$3,960,000 and extending the contract completion date from June 30, 2017 to June 30, 2019. Governor and Executive Council approved the original agreement on May 27, 2015 (Item #21) and subsequent amendments on May 4, 2016 (Item #5A) and August 3, 2016 (Item 5B). 100% Federal Funds.

Funds to support this request are anticipated to be available in State Fiscal Year 2018 and 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between state fiscal years through the Budget Office without Governor and Executive Council approval, if needed and justified.

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

Fiscal year	Class	Title	Activity Code	Current Budget	Increase/ Decrease	Modified Amount
2016	102-500731	Contracts for Pgr Svcs	42117709	\$990,000		\$990,000
2017	102-500731	Contracts for Pgr Svcs	42117709	\$990,000		\$990,000
2018	102-500731	Contracts for Pgr Svcs	42117709		\$990,000	\$990,000
2019	102-500731	Contracts for Pgr Svcs	42117709		\$990,000	\$990,000
			Total	\$1,980,000	\$1,980,000	\$3,960,000

EXPLANATION

The purpose of this amendment is to renew contract services for the provision of a statewide Child Care Resource and Referral program that assists families in securing high quality child care for their children; refer families to community supports, as needed; and assist child care programs to improve quality, by provided a centralized network of services for families in need of child care and community services, and for child care service providers.

Child Care Aware of New Hampshire, a statewide Child Care Resource and Referral Program of Southern New Hampshire Services, provides a variety of information and resources to families which include an online provider search, links to a variety of family and community resources,

as well as information regarding financial assistance. Child care providers are linked to professional resources, technical assistance and training which improves program quality.

The Division for Children, Youth and Families Child Development Bureau administers funds available through the Federal Office of Child Care Child Care and Development Fund. These funds support eligible low-income families by providing child care financial assistance and by supporting a variety of activities that assist them in securing high quality child care. These federal funds also support continuous quality improvement of early childhood and child care programs through a variety of trainings which include Child Care Basics, health & safety trainings, leadership development and other topics recommended by the CDB, Child Care Licensing or as requested by child care providers. Targeted technical assistance regarding Emergency Preparedness, Credentialing, and NH Early Learning Standards is also provided, which result in positive outcomes for children.

The ability to consistently collect, utilize and report accurate data is necessary to meet the requirements of the Federal Office of Child Care and the recently reauthorized Child Care and Development Block Grant. This is accomplished through this contract by use of the Child Care Aware® of America Data Suite.

This contract was competitively bid.

The original contract includes the option for the Department to renew the contract for up to ^{three} (3) periods of two (2) years each, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council. The Department is requesting a final renewal of contracted services through this amendment. These services will be reprocured.

Should the Governor and Executive Council not approve this request Child Care Resource and Referral services may not be available to families and child care programs, which could result in lack of alignment in child care practices and/or services including failure to increase access to high quality child care for low-income families. This would also result in the Department being out of compliance with the Child Care and Development Fund Federal Plan and the new requirements of the Child Care and Development Block Grant Act, signed into law on November 19, 2014.

Source of Funds: 100% Federal Funds from the Catalog of Federal Domestic Assistance (CFDA) # 93.575, Federal Agency Department of Health and Human Services, Administration for Children and Families, Child Care and Development Block Grant

Area Services: Statewide

In the event that federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Maureen U. Ryan
Director

Approved by:



Jeffrey A. Meyers
Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Child Care Resource and Referral Services**

This 3rd Amendment to the Child Care Resource and Referral Services contract (hereinafter referred to as "Amendment #3") dated this, 3rd day of November, 2016 is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southern New Hampshire Services, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business 40 Pine Street, Manchester, New Hampshire.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 27, 2015 (item #21) and amended on May 4, 2016 (item #5A) and August 3, 2016 (item #B), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, and Exhibit C-1 Paragraph 3, the State may renew the contract for three periods of two (2) years each by written agreement of the parties and approval of the Governor and Executive Council; and;

WHEREAS, the parties agree to extend the Contract for two (2) years; 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 as follows:

To amend as follows:

1. Form P-37, General Provisions, Item 1.7, Completion Date, to read:

June 30, 2019

2. Form P-37, General Provisions, Item 1.8, Price Limitation, to read:

\$3,960,000

3. Add Exhibit A, Scope of Services, 2.2.5

CCR&R staff will make connections with McKinney-Vento Liaisons to identify children who may not be schoolage, but require child care services, as well as schoolage children who are in need of before/after school care. Connections may be made through the Director of the Office of Homeless Education at the NH Department of Education, and will minimally include information about Child Care Resource and Referral and the services they provide.

4. Exhibit A, Scope of Services, 2.13.2.3.2 to read:

Updates sent on the 15th of each month through "At-A-Glance" editions will also consist of training reminders for trainings coming up and for trainings that are still available for registration.

5. Exhibit A, Scope of Services, 2.15 to read:

The Contractor will provide technical assistance specialists that meet the specific qualifications described in the New Hampshire Early Childhood Professional Development System for Mentor, Program Consultant or Allied Professional at the Master Professional level. The Contractor will provide training specialists that meet the specific qualifications described in the New Hampshire Early Childhood Professional Development System for Workshop Trainer, Faculty or Allied



Professional at the Master Professional level. The Training and Technical Assistance Specialists' activities will include but not be limited to:

6. Exhibit A, Scope of Services, 2.15. 2 to read:
Providing training and technical assistance in business practices for child care programs, to include information on shared services offered through the New Hampshire State Early Learning Alliance (SELA).
7. Add Exhibit A, Scope of Services, 2.15.10
Providing training and technical assistance around homelessness to child care programs to help identify families who many not identify themselves as homeless, but meet the McKinney-Vento definition of homelessness, to understand the challenges these families face, and to connect these families to resources in their community.
8. Add Exhibit A, Scope of Services, 2.15.11
Providing information and assistance to License Exempt providers around health and safety requirements, background checks and monitoring requirements as outlined by the CCDBG Reauthorization. Information and assistance may be provided on the Child Care Aware of New Hampshire website, through newsletters, by phone or email support, or through on-site technical assistance.
9. Add Exhibit A-1, Amendment #3
10. Add Exhibit B-2, Amendment #3
11. Add Exhibit B-3, Amendment #3

**New Hampshire Department of Health and Human Services
Child Care Resource and Referral Services**



This amendment shall be effective upon the date of Governor and Executive 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

1/3/17
Date

Maureen
NAME
TITLE

12/21/16
Date

Donna Lee Logan
NAME *Donna Lee Logan*
TITLE *Executive Director*

Acknowledgement:

State of New Hampshire, County of Hillsborough on Dec 21, 2016, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Debra Stohrer
Name and Title of Notary or Justice of the Peace

DEBRA D. STOHRER
Notary Public - New Hampshire
My Commission Expires November 18, 2020

**New Hampshire Department of Health and Human Services
Child Care Resource and Referral Services**



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

OFFICE OF THE ATTORNEY GENERAL

Date 1/17/17

Name: Megan A. [unclear]
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 A-1, Amendment #3 – Performance Measures and Goals

RFP Section	Performance Measure	SFY 2018 Goal	SFY 2019 Goal
3.2.2	The number of families receiving Financial Assistance to Needy Families (FANF) for whom child care referrals were provided.	1500	1500
3.2.2	The number of families not receiving FANF for whom child care referrals were provided.	400	400
3.2.2	The percentage of families receiving FANF for whom child care referrals were provided who were successful in having child care needs met.	70%	70%
3.2.2	The percentage of families not receiving FANF for whom child care referrals were provided who were successful in having child care needs met.	70%	70%
3.3.1	The number of families whose first language is not English for whom referrals were provided.	50	50
3.2.3	The number of initiatives in which CCR&R collaborates with stakeholders.	20	20
3.2.4.5	The number of updates to the NACCRRRA Data Suite (NDS) database, including deleting duplicate and/or unnecessary data.	6	6
3.2.6	The total number of training opportunities offered to child care program staff directly by CCR&R.	225	225
3.2.6	The number of Child Care Basics training opportunities offered through the New Hampshire Professional Registry (Training Registry module in the NACCRRRA Data Suite (NDS) for child care program staff.	45	45
3.2.6	The number of child care program staff who complete Child Care Basics training.	1000	1000
3.2.6	The number of child care program staff who receive training around identifying and assisting families experiencing homelessness.	100	100
3.2.8	The number of health and safety training opportunities offered for child care program staff directly by CCR&R, and posted in the New Hampshire Professional Registry.	60	60
3.2.8	The number of child care program staff who complete health and safety training provided directly by CCR&R.	1500	1500
3.2.8	The number of other health and safety training opportunities made accessible through referrals to the Spark NH PORTAL and the NH Professional Registry (Training Registry module in the NACCRRRA Data Suite).	20	20

Exhibit A-1, Amendment #3 – Performance Measures and Goals

3.2.6	The number of child care providers for whom targeted technical assistance was provided to change/expand their programs in order to meet unmet child care needs.	10	10
3.2.9.1	The number of early childhood professionals for whom technical assistance was provided who are awarded one or more credentials through the NH Early Childhood Professional Development System.	50	50
3.2.9.2	The number of child care programs for whom technical assistance was provided to improve their business management practices, to include information on shared services offered through the New Hampshire State Early Learning Alliance (SELA).	15	15
3.2.9.3	The number of child care programs for whom technical assistance was provided who implement the Strengthening Families approach.	12	12
3.2.9.4	The number of child care programs for whom technical assistance was provided who complete a written Emergency Preparedness plan based on the Incident Command System.	15	15
3.2.9.5	The number of child care program staff for whom technical assistance was provided who complete an individual professional development plan designed to increase competency.	100	100
3.2.9.6	The number of child care programs for whom technical assistance was provided to implement the New Hampshire Early Learning Standards.	15	15
3.2.9.7	The number of child care programs for whom technical assistance was provided who participate in the NH Quality Rating Improvement System (QRIS).	25	25
3.2.9.8	The number of child care program staff for whom technical assistance was provided to create and/or update workforce records annually in the New Hampshire Professional Registry.	250	250
3.2.9.9	The number of child care programs for whom technical assistance was provided around identifying and assisting families experiencing homelessness.	8	8
3.2.9.10	The number of License Exempt providers for whom technical assistance was provided around health and safety requirements, background checks and monitoring requirements.	20	20
3.3.1	The number of child care providers whose first language is not English for whom technical assistance was provided.	10	10

Exhibit B-2, Amendment #3

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: Southern New Hampshire Services, Inc.

Budget Request for: Child Care Aware of NH
(Name of RFP)

Budget Period: July 1, 2017 - June 30, 2018

1. Total Salary/Wages	\$ 526,162.00	\$ -	\$ 526,162.00	\$ -
2. Employee Benefits	\$ 194,520.00	\$ -	\$ 194,520.00	\$ -
3. Consultants	\$ 40,000.00	\$ -	\$ 40,000.00	\$ 10,000.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -
Office	\$ 16,500.00	\$ -	\$ 16,500.00	\$ 1,500.00
6. Travel	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -
7. Occupancy	\$ 22,000.00	\$ -	\$ 22,000.00	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 12,751.00	\$ -	\$ 12,751.00	\$ -
Postage	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -
Subscriptions	\$ 4,500.00	\$ -	\$ 4,500.00	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 1,750.00	\$ -	\$ 1,750.00	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -
10. Marketing/Communications	\$ 6,000.00	\$ -	\$ 6,000.00	\$ -
11. Staff Education and Training	\$ 30,000.00	\$ -	\$ 30,000.00	\$ 500.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ 90,817.00	\$ 90,817.00	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 899,183.00	\$ 90,817.00	\$ 990,000.00	\$ 12,000.00

Indirect As A Percent of Direct

10.1%

NOTE: Minimum match funding per section 4.3 of RFP

Exhibit B-3, Amendment #3

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: Southern New Hampshire Services, Inc.

Budget Request for: Child Care Aware of NH
(Name of RFP)

Budget Period: July 1, 2018 - June 30, 2019

1. Total Salary/Wages	\$ 518,409.00	\$ -	\$ 518,409.00	\$ -
2. Employee Benefits	\$ 203,375.00	\$ -	\$ 203,375.00	\$ -
3. Consultants	\$ 40,000.00	\$ -	\$ 40,000.00	\$ 10,000.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -
Office	\$ 16,500.00	\$ -	\$ 16,500.00	\$ 1,500.00
6. Travel	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -
7. Occupancy	\$ 22,000.00	\$ -	\$ 22,000.00	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 12,730.00	\$ -	\$ 12,730.00	\$ -
Postage	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -
Subscriptions	\$ 4,500.00	\$ -	\$ 4,500.00	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 1,750.00	\$ -	\$ 1,750.00	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -
10. Marketing/Communications	\$ 6,000.00	\$ -	\$ 6,000.00	\$ -
11. Staff Education and Training	\$ 28,919.00	\$ -	\$ 28,919.00	\$ 500.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ 90,817.00	\$ 90,817.00	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 899,183.00	\$ 90,817.00	\$ 990,000.00	\$ 12,000.00

Indirect As A Percent of Direct

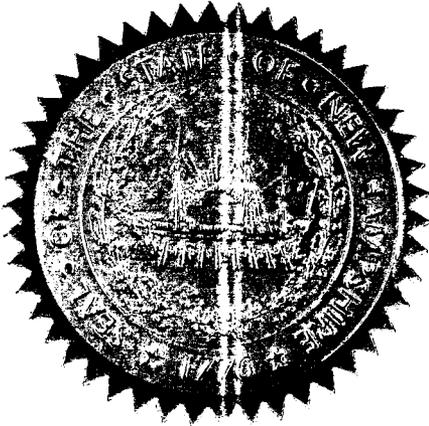
10.1%

NOTE: Minimum match funding per section 4.3 of RFP

State of New Hampshire Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2016

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Southern New Hampshire Services, Inc.
(Agency Name)

2. The following is a true copy of a resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on : September 24, 2016
(Date)

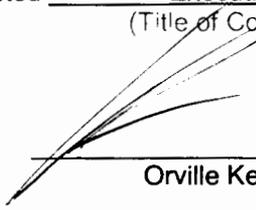
RESOLVED: That the Executive Director
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 21st day of December, 2016.
(Date Contract Signed)

4. Donnalee Lozeau is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.



Orville Kerr, Secretary

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 21st day of December, 2016.

By Orville Kerr
(Name of Elected Officer of the Agency)

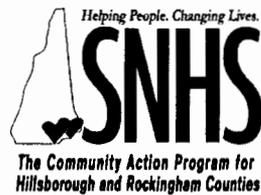


Notary Public

(NOTARY SEAL)

Commission Expires: 11/18/20

DEBRA D. STOHRER
Notary Public - New Hampshire
My Commission Expires November 18, 2020



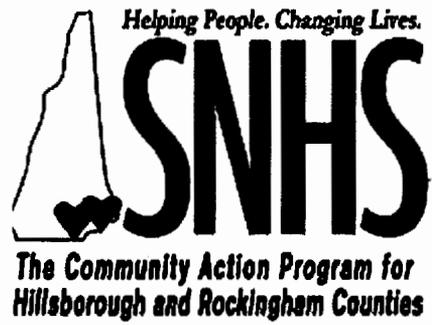
SOUTHERN NEW HAMPSHIRE SERVICES
The Community Action Partnership for Hillsborough and Rockingham Counties
Helping People. Changing Lives.

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.



SOUTHERN NEW HAMPSHIRE SERVICES, INC.

SINGLE AUDIT REPORT

YEAR ENDED JULY 31, 2015

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

SINGLE AUDIT REPORT

YEAR ENDED JULY 31, 2015

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OUELLETTE & ASSOCIATES, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

Keith H. Allen, C.P.A., M.S.T.
Mark R. Carrier, C.P.A.
Steven R. Lamontagne, C.P.A.

George A. Roberge, C.P.A.
Gary A. Wigant, C.P.A.
C. Joseph Wolverton, C.P.A., C.V.A.

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With Government Auditing Standards

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the combined financial statements of Southern New Hampshire Services, Inc. (the Organization) and affiliates, which comprise the combined statement of financial position as of July 31, 2015, and the related combined statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the combined financial statements, and have issued our report thereon dated April 13, 2016.

Internal Control over Financial Reporting

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

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Organization's combined 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 may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Southern New Hampshire Services, Inc. and affiliates' 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 determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

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.

Ouellette & Associates, P.A.
Certified Public Accountants

April 13, 2016
Lewiston, Maine

OUELLETTE & ASSOCIATES, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

Keith H. Allen, C.P.A., M.S.T.
Mark R. Carrier, C.P.A.
Steven R. Lamontagne, C.P.A.

George A. Roberge, C.P.A.
Gary A. Wigant, C.P.A.
C. Joseph Wolverton, C.P.A., C.V.A.

Independent Auditor's Report on Compliance for Each Major Program and on Internal Control over Compliance and Schedule of Expenditures of Federal Awards Required by OMB Circular A-133

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

Report on Compliance for Each Major Program

We have audited Southern New Hampshire Services, Inc.'s (the Organization) compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Southern New Hampshire Services, Inc.'s major federal programs for the year ended July 31, 2015. Southern New Hampshire Services, Inc.'s major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to each of its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Southern New Hampshire Services, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Southern New Hampshire Services, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Southern New Hampshire Services, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Southern New Hampshire Services, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended July 31, 2015.

Report on Internal Control over Compliance

Management of Southern New Hampshire Services, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Southern New Hampshire Services, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Southern New Hampshire Services, Inc.'s internal control over compliance.

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

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

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by OMB Circular A-133

We have audited the combined financial statements of Southern New Hampshire Services, Inc. and affiliates as of and for the year ended July 31, 2015, and have issued our report thereon dated April 13, 2016, which contained an unmodified opinion on those combined financial statements. 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 is presented for purposes of additional analysis as required by OMB Circular A-133 and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the 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 schedule of expenditures of federal awards is fairly stated in all material respects in relation to the combined financial statements as a whole.

Ouellette & Associates, P.A.
Certified Public Accountants

April 13, 2016
Lewiston, Maine

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

YEAR ENDED JULY 31, 2015

Federal Grantor Pass-Through Grantor Program or Cluster Title	Federal CFDA Number	Pass-Through Identifying Number	Federal Expenditures
<u>U.S. Department of Agriculture:</u>			
<i>Direct Program</i>			
Beginning Farmer and Rancher Development Program	10.311	ASAP49400196014900120	\$ 106,520
<i>Pass-Through State of New Hampshire Department of Health and Human Services</i>			
Special Supplemental Nutrition Program for Women, Infants and Children	10.557	05-95-90-902010-5260	1,273,302 <u>55,178</u> 1,328,480
Commodity Supplemental Food Program	10.565	05-95-90-902010-5260	178,674
<i>Pass-Through State of New Hampshire Department of Education</i>			
Child and Adult Care Food Program	10.558		343,464 <u>561,425</u> 904,889
Summer Food Service Program for Children	10.559		<u>63,905</u>
Total U.S. Department of Agriculture			<u>\$ 2,582,468</u>
<u>U.S. Department of Housing and Urban Development:</u>			
<i>Direct Program</i>			
Section 8 Moderate Rehabilitation Single Room Occupancy	14.249		\$ 323,966
<i>Pass-Through Belknap Merrimack Community Action Program</i>			
Lead-Based Paint Hazard Control in Privately-Owned Housing	14.900		11,596
<i>Pass-Through the City of Nashua, NH</i>			
Lead-Based Paint Hazard Control in Privately-Owned Housing	14.900	NHLB0544-12	<u>91,304</u>
Total U.S. Department of Housing and Urban Development			<u>\$ 426,866</u>
Subtotal			<u>\$ 3,009,334</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

YEAR ENDED JULY 31, 2015

Federal Grantor Pass-Through Grantor Program or Cluster Title	Federal CFDA Number	Pass-Through Identifying Number	Federal Expenditures
Amount Forward			<u>\$ 3,009,334</u>
<u>U.S. Department of Homeland Security:</u>			
<i>Pass-Through Regional United Way Agency</i>			
Emergency Food and Shelter National Board Program	97.024		<u>\$ 12,000</u>
Total U.S. Department of Homeland Security			<u>\$ 12,000</u>
<u>U.S. Department of Labor:</u>			
<i>Direct Program</i>			
Youthbuild	17.274	YB-23504-12-60-A-33	\$ 76,382
<i>Pass-Through State of New Hampshire Department of Resources and Economic Development</i>			
<u>WIA Cluster</u>			
WIA/WIOA Adult Program	17.258	0510-53360000-102-500731	1,685,908
WIA/WIOA – Dislocated Worker Formula Grants	17.278	0510-53360000-102-500731	<u>1,729,294</u>
Total WIA Cluster			<u>3,415,202</u>
WIA – Incentive Grants - WIA Section 503	17.267	0510-53360000-102-500731	169,659
WIA – National Emergency Grants	17.277	0510-53360000-102-500731	<u>1,144,460</u>
Total U.S. Department of Labor			<u>\$ 4,805,703</u>
<u>U.S. Department of Energy:</u>			
<i>Pass-Through State of New Hampshire Governor's Office of Planning</i>			
Weatherization Assistance for Low-Income Persons	81.042	EE0006169	\$ 395,662
			<u>17,021</u>
			412,683
Total U.S. Department of Energy			<u>\$ 412,683</u>
<u>U.S. Department of Education:</u>			
<i>Pass-Through State of New Hampshire Department Of Education</i>			
Adult Education – Basic Grants to States	84.002	47013 57001	\$ 54,974
			<u>96,713</u>
Total U.S. Department of Education			<u>\$ 151,687</u>
Subtotal			<u>\$ 8,391,407</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

YEAR ENDED JULY 31, 2015

Federal Grantor Pass-Through Grantor Program or Cluster Title	Federal CFDA Number	Pass-Through Identifying Number	Federal Expenditures
Amount Forward			<u>\$ 8,391,407</u>
<u>U.S. Department of Health and Human Services:</u>			
<i>Direct Program</i>			
Head Start	93.600	01CH2057/01	\$ 5,787,971
<i>Pass-Through State of New Hampshire Office of Energy and Planning</i>			
Low-Income Home Energy Assistance	93.568	G-14B1NHLIEA	9,635,054
Special Programs for the Aging Title III Part B Grants for Supportive Services and Senior Centers	93.044	15AANHT3SP	14,514
<i>Pass-Through State of New Hampshire Department Of Health and Human Services</i>			
Temporary Assistance for Needy Families	93.558	05-95-45-450010-61270000	2,908,749
Community Services Block Grant	93.569	05-95-45-450010-7148	1,421,593
Community Services Block Grant – Discretionary Awards	93.570		60,925
<u>CCDF Cluster</u>			
Child Care and Development Block Grant	93.575	05-95-42-421110-2978000	493,556
Child Care Mandatory and Matching Funds of The Child Care and Development Fund Total CCDF Cluster	93.596		849,703
<i>Pass-Through Manchester Community Health</i>			
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243		<u>43,962</u>
Total U.S. Department of Health and Human Services			<u>\$21,216,027</u>
<u>Corporation for National and Community Services:</u>			
<i>Direct Program</i>			
Retired and Senior Volunteer Program	94.002	14SRANH003	<u>\$ 115,685</u>
Total Corporation for National and Community Services			<u>\$ 115,685</u>
TOTAL EXPENDITURES OF FEDERAL AWARDS			<u>\$29,723,119</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

YEAR ENDED JULY 31, 2015

NOTE 1: BASIS OF PRESENTATION

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

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the schedule of expenditures of federal awards are recognized following the cost principles contained in OMB Circular A-122, *Cost Principles for Non-profit Organizations*, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Pass-through entity identifying numbers are presented where available.

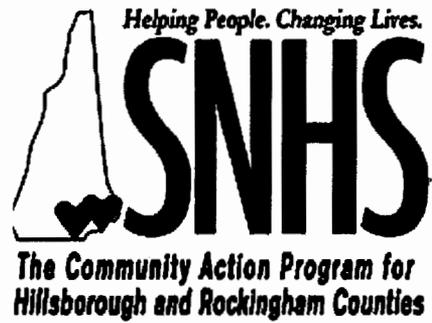
NOTE 3: SUBRECIPIENTS

Of the federal expenditures presented in the schedule of expenditures of federal awards Southern New Hampshire Services, Inc. provided subrecipients with federal awards under the following programs:

<u>Title</u>	<u>CFDA Number</u>	<u>Subrecipient Award</u>
WIA Adult Program	17.258	\$509,891
WIA – Dislocated Worker Formula Grants	17.278	508,713
Temporary Assistance for Needy Families	93.558	925,458

NOTE 4: HEAD START PROGRAMS CFDA #93.600

In accordance with terms of the grant award, the Organization has met its matching requirements during the year ended July 31, 2015.



SOUTHERN NEW HAMPSHIRE SERVICES, INC.

**COMBINED FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**

FOR THE YEARS ENDED JULY 31, 2015 AND 2014

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

FINANCIAL STATEMENTS

JULY 31, 2015 AND 2014

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OUELLETTE & ASSOCIATES, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

Keith H. Allen, C.P.A., M.S.T.
Mark R. Carrier, C.P.A.
Steven R. Lamontagne, C.P.A.

George A. Roberge, C.P.A.
Gary A. Wigant, C.P.A.
C. Joseph Wolverton, C.P.A., C.V.A.

Independent Auditor's Report

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

Report on the Financial Statements

We have audited the accompanying combined financial statements of Southern New Hampshire Services, Inc. (a nonprofit organization) and affiliates, which comprise the combined statements of financial position as of July 31, 2015 and 2014, and the related combined statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the combined financial statements.

Management's Responsibility 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; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the combined financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these combined financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the combined financial statements are free of material misstatement.

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

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

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Opinion

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the financial position of Southern New Hampshire Services, Inc. and affiliates, as of July 31, 2015 and 2014, 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.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the combined financial statements as a whole. The combining schedule of financial position and the combining schedule of activities are presented for purposes of additional analysis and are 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 combined financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated April 13, 2016 on our consideration of Southern New Hampshire Services, Inc.'s internal control over financial reporting and on our tests on its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of this report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. The report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Southern New Hampshire Services, Inc.'s internal control over financial reporting and compliance.

Ouellette & Associates, P.A.
Certified Public Accountants

April 13, 2016
Lewiston, Maine

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
COMBINED STATEMENTS OF FINANCIAL POSITION

JULY 31, 2015 AND 2014

<i>ASSETS</i>		
	<i>2015</i>	<i>2014</i>
CURRENT ASSETS		
Cash	\$ 7,013,136	\$ 6,846,352
Investments	6,243,028	5,840,831
Contracts receivable	3,370,441	4,116,247
Accounts receivable	412,444	205,118
Prepaid expenses	197,061	212,989
Under applied overhead	289,945	179,371
Total current assets	17,526,055	17,400,908
FIXED ASSETS		
Land	7,235,523	6,689,735
Buildings and improvements	76,052,946	75,198,005
Vehicles and equipment	2,319,977	2,279,784
Total fixed assets	85,608,446	84,167,524
Less - accumulated depreciation	(25,025,332)	(22,775,015)
Net fixed assets	60,583,114	61,392,509
OTHER ASSETS		
Restricted cash	4,463,453	3,993,067
Miscellaneous other assets	408,506	418,455
Total other assets	4,871,959	4,411,522
TOTAL ASSETS	\$ 82,981,128	\$ 83,204,939
<i>LIABILITIES AND NET ASSETS</i>		
CURRENT LIABILITIES		
Accounts payable	\$ 585,756	\$ 453,138
Accrued payroll and payroll taxes	1,055,747	966,976
Accrued compensated absences	647,031	622,124
Accrued other liabilities	806,045	1,056,004
Refundable advances	1,369,828	2,005,560
Tenant security deposits	306,989	294,450
Current portion of long-term debt	338,450	174,392
Total current liabilities	5,109,846	5,572,644
LONG-TERM LIABILITIES		
Long-term debt, less current portion	5,147,208	5,479,703
Capital advances	66,333,341	66,333,341
Total long-term liabilities	71,480,549	71,813,044
TOTAL LIABILITIES	76,590,395	77,385,688
NET ASSETS		
Unrestricted	6,390,733	5,819,251
TOTAL LIABILITIES AND NET ASSETS	\$ 82,981,128	\$ 83,204,939

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

COMBINED STATEMENTS OF ACTIVITIES

FOR THE YEARS ENDED JULY 31, 2015 AND 2014

	<u>2015</u>	<u>2014</u>
REVENUES, GAINS AND OTHER SUPPORT		
Grant and contract revenue	\$ 33,727,596	\$ 35,622,242
Program service fees	916,629	883,208
Local funding	421,481	341,237
Rental income	7,523,426	7,472,423
Gifts and contributions	251,460	361,142
Interest and dividend income	380,802	177,318
Unrealized gain on investments	24,840	532,490
Miscellaneous	855,581	936,178
TOTAL REVENUES, GAINS AND OTHER SUPPORT	<u>44,101,815</u>	<u>46,326,238</u>
EXPENSES AND LOSSES		
Program services:		
Child Development	7,063,817	6,554,799
Community Services	1,373,843	1,157,420
Economic and Workforce Development	8,383,373	10,023,206
Energy	11,598,625	11,525,400
Hispanic-Latino Community Services	397,120	441,488
Housing and Homeless	99,728	232,904
Nutrition and Health	2,383,084	2,328,252
Special Projects	1,140,853	1,908,834
Volunteer Services	128,210	144,840
SNHS Management Corporation	1,466,123	1,794,558
Housing Corporations	7,962,519	7,576,354
Total program services	<u>41,997,295</u>	<u>43,688,055</u>
Support services:		
Management and general	1,533,038	1,529,991
TOTAL EXPENSES AND LOSSES	<u>43,530,333</u>	<u>45,218,046</u>
CHANGE IN NET ASSETS	571,482	1,108,192
NET ASSETS - BEGINNING OF YEAR	<u>5,819,251</u>	<u>4,711,059</u>
NET ASSETS - END OF YEAR	<u>\$ 6,390,733</u>	<u>\$ 5,819,251</u>

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
 COMBINED STATEMENT OF FUNCTIONAL EXPENSES
 FOR THE YEAR ENDED JULY 31, 2015

	Program Services						
	Child Development	Community Services	Economic Workforce Development	Energy	Hispanic-Lat. Community Services	Housing and Homeless	Nutrition and Health
EXPENSES AND LOSSES							
Payroll	\$ 4,114,951	\$ 831,743	\$ 2,676,553	\$ 1,510,817	\$ 200,592	\$ 35,045	\$ 945,003
Payroll taxes	423,789	77,346	252,389	153,979	22,142	3,376	95,304
Fringe benefits	912,527	106,910	383,800	268,150	4,656	6,559	173,664
Workers comp. insurance	28,975	5,262	6,102	7,038	656	144	12,033
Retirement benefits	235,776	70,736	131,675	98,247	4,987	2,958	59,905
Consultant and contractual	24,102	28,100	2,111,471	848,165	108,854	93	21,970
Travel and transportation	84,766	24,670	83,512	38,312	1,061	1,228	50,151
Conferences and meetings	1,231	14,939	5,587	5,669	-	50	3,915
Occupancy	535,971	71,166	768,498	122,858	16,561	-	102,295
Advertising	1,809	-	7,120	682	25	-	620
Supplies	271,528	31,737	44,421	68,882	4,155	-	75,149
Equip. rentals and maintenance	29,215	298	28,945	18,352	560	-	13,873
Insurance	15,462	31,626	5,419	9,476	-	-	6,468
Telephone	68,933	22,159	52,504	35,216	1,702	-	48,059
Postage	4,618	1,234	1,834	35,078	214	348	3,783
Printing and publications	6,465	635	-	-	855	-	153
Subscriptions	38	1,837	127	58	-	-	-
Program support	-	29,051	1,123	-	5,820	-	-
Interest	13,734	-	-	-	-	-	-
Depreciation and amortization	38,195	2,708	6,533	12,740	5,621	-	2,146
Assistance to clients	12,751	466	1,768,434	8,349,886	3,494	49,920	467,042
Other direct expense	159,023	11,425	44,262	13,957	-	-	297,501
Miscellaneous	79,958	9,796	3,064	1,063	15,165	7	5,800
In-kind	1,759,528	-	-	-	-	-	-
Loss on disposal of assets	-	(1)	-	-	-	-	(1,750)
SUBTOTAL	\$ 8,823,345	\$ 1,373,843	\$ 8,383,373	\$ 11,598,625	\$ 397,120	\$ 99,728	\$ 2,383,084
Over applied indirect costs	-	-	-	-	-	-	-
Eliminations	(1,759,528)	-	-	-	-	-	-
TOTAL EXPENSES AND LOSSES	\$ 7,063,817	\$ 1,373,843	\$ 8,383,373	\$ 11,598,625	\$ 397,120	\$ 99,728	\$ 2,383,084

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
 COMBINED STATEMENT OF FUNCTIONAL EXPENSES (Continued)
 FOR THE YEAR ENDED JULY 31, 2015

	Program Services						Total Program Services	Support Services Management and General	Total Expenses
	SNHS								
	Special Projects	Volunteer Services	Management Corporation	Housing Corporations					
EXPENSES AND LOSSES									
Payroll	\$ 66,991	\$ 89,887	\$ 354,656	\$ 1,514,942	\$ 12,341,180	\$ 1,231,767	\$ 13,572,947		
Payroll taxes	6,864	8,600	28,941	151,050	1,223,780	102,617	1,326,397		
Fringe benefits	8,245	14,316	45,902	282,907	2,207,636	128,605	2,336,241		
Workers comp. insurance	938	189	3,330	45,377	110,044	6,331	116,375		
Retirement benefits	3,366	3,739	22,384	112,387	746,160	113,420	859,580		
Consultant and contractual	1,018,086	245	40,364	747,253	4,948,703	79,320	5,028,023		
Travel and transportation	3,046	1,529	86,534	23,982	398,791	16,409	415,200		
Conferences and meetings	5,207	635	30,907	2,070	70,210	2,579	72,789		
Occupancy	12,267	-	207,367	2,953,766	4,790,749	42,180	4,832,929		
Advertising	-	-	-	2,443	12,699	525	13,224		
Supplies	697	2,355	5,610	38,153	542,687	44,850	587,537		
Equip. rentals and maintenance	118	116	13,403	5,405	110,285	5,078	115,363		
Insurance	-	1,053	25,399	298,101	393,004	11,006	404,010		
Telephone	2,218	2,406	8,140	80,671	322,008	19,597	341,605		
Postage	33	439	1,101	6,944	55,626	19,465	75,091		
Printing and publications	-	-	463	-	8,571	-	8,571		
Subscriptions	-	-	-	-	2,060	-	2,060		
Program support	18,278	-	228,801	-	283,073	-	283,073		
Interest	-	-	37,224	157,727	208,685	-	208,685		
Depreciation and amortization	-	-	261,503	1,998,471	2,327,917	536	2,328,453		
Assistance to clients	53,374	-	44,132	-	10,749,499	-	10,749,499		
Other direct expense	10,011	714	361	9,551	546,805	299	547,104		
Miscellaneous	784	1,987	13,662	16,971	148,257	1,501	149,758		
In-kind	-	-	-	-	1,759,528	-	1,759,528		
Loss on disposal of assets	-	-	(1,599)	41,440	38,090	-	38,090		
SUBTOTAL	\$ 1,210,523	\$ 128,210	\$ 1,458,585	\$ 8,489,611	\$ 44,346,047	\$ 1,826,085	\$ 46,172,132		
Over applied indirect costs	-	-	-	-	7,538	(293,047)	(285,509)		
Eliminations	(69,670)	-	-	(527,092)	(2,356,290)	-	(2,356,290)		
TOTAL EXPENSES AND LOSSES	\$ 1,140,853	\$ 128,210	\$ 1,466,123	\$ 7,962,519	\$ 41,997,295	\$ 1,533,038	\$ 43,530,333		

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
 COMBINED STATEMENT OF FUNCTIONAL EXPENSES
 FOR THE YEAR ENDED JULY 31, 2014

	Program Services						
	Child Development	Community Services	Economic Workforce Development	Energy	Hispanic-Lat. Community Services	Housing and Homeless	Nutrition and Health
EXPENSES AND LOSSES							
Payroll	\$ 3,864,148	\$ 700,374	\$ 2,895,686	\$ 1,449,702	\$ 233,653	\$ 105,322	\$ 953,076
Payroll taxes	395,305	61,655	275,772	148,585	25,636	10,332	95,561
Fringe benefits	863,709	82,932	398,583	249,569	7,921	14,384	157,183
Workers comp. insurance	26,718	3,371	9,020	6,650	910	1,090	11,753
Retirement benefits	217,571	57,720	126,494	77,118	4,809	5,247	51,862
Consultant and contractual	83,438	36,693	2,191,823	812,241	103,902	350	17,396
Travel and transportation	86,086	19,645	95,347	39,934	1,318	6,146	54,187
Conferences and meetings	548	16,528	4,157	8,275	50	150	1,485
Occupancy	500,684	55,692	736,716	110,320	19,656	-	102,561
Advertising	2,348	-	11,460	1,064	-	-	2,259
Supplies	190,204	17,754	47,368	83,966	3,897	226	73,514
Equip. rentals and maintenance	13,824	11,046	93,520	16,060	5,461	-	10,371
Insurance	15,915	35,466	6,965	9,092	55	-	6,144
Telephone	58,546	17,936	53,595	34,927	2,711	534	32,976
Postage	5,077	1,272	2,502	37,431	490	32	7,294
Printing and publications	4,161	406	1,452	1,192	841	-	-
Subscriptions	68	2,209	-	148	-	-	-
Program support	-	18,177	32,724	-	4,740	-	-
Interest	14,637	-	-	-	-	-	-
Depreciation and amortization	41,435	2,708	6,533	13,356	5,621	-	13,885
Assistance to clients	12,113	-	2,278,443	8,415,746	300	87,361	437,046
Other direct expense	119,771	5,095	754,374	8,636	-	-	284,680
Miscellaneous	38,493	10,741	672	1,388	19,517	1,730	15,019
In-kind	1,506,701	-	152,686	-	-	-	-
Loss on disposal of assets	-	-	-	-	-	-	-
SUBTOTAL	\$ 8,061,500	\$ 1,157,420	\$ 10,175,892	\$ 11,525,400	\$ 441,488	\$ 232,904	\$ 2,328,252
Over applied indirect costs	-	-	-	-	-	-	-
Eliminations	(1,506,701)	-	(152,686)	-	-	-	-
TOTAL EXPENSES AND LOSSES	\$ 6,554,799	\$ 1,157,420	\$ 10,023,206	\$ 11,525,400	\$ 441,488	\$ 232,904	\$ 2,328,252

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
 COMBINED STATEMENT OF FUNCTIONAL EXPENSES (Continued)
 FOR THE YEAR ENDED JULY 31, 2014

	Program Services						Total Program Services	Support Services Management and General	Total Expenses
	SNHS								
	Special Projects	Volunteer Services	Management Corporation	Housing Corporations					
EXPENSES AND LOSSES									
Payroll	\$ 74,950	\$ 105,532	\$ 449,408	\$ 1,499,878	\$ 12,331,729	\$ 1,227,044	\$ 13,558,773		
Payroll taxes	7,604	10,005	40,264	149,748	1,220,467	103,548	1,324,015		
Fringe benefits	6,675	8,491	78,392	274,272	2,142,111	136,341	2,278,452		
Workers comp. insurance	1,052	222	5,051	44,377	110,214	7,424	117,638		
Retirement benefits	4,447	4,405	26,855	100,405	676,933	110,699	787,632		
Consultant and contractual	1,715,102	280	55,960	625,090	5,642,275	109,769	5,752,044		
Travel and transportation	5,837	1,213	109,351	20,299	439,363	13,900	453,263		
Conferences and meetings	3,593	149	39,689	2,076	76,700	2,106	78,806		
Occupancy	8,666	-	188,787	2,665,157	4,388,239	41,455	4,429,694		
Advertising	729	-	-	1,456	19,316	-	19,316		
Supplies	3,104	3,561	7,292	48,475	479,361	40,496	519,857		
Equip. rentals and maintenance	3,317	201	11,730	1,298	166,828	1,088	167,916		
Insurance	-	977	31,264	291,351	397,229	10,651	407,880		
Telephone	2,044	1,921	7,883	71,645	284,718	16,682	301,400		
Postage	127	719	2,188	7,849	64,981	22,424	87,405		
Printing and publications	-	195	5,216	620	14,083	1,576	15,659		
Subscriptions	-	-	22	-	2,447	907	3,354		
Program support	-	-	342,892	-	398,533	-	398,533		
Interest	-	-	42,046	177,740	234,423	-	234,423		
Depreciation and amortization	3,000	-	254,069	1,966,799	2,307,406	-	2,307,406		
Assistance to clients	52,068	-	47,643	-	11,330,720	-	11,330,720		
Other direct expense	15,753	610	418	5,625	1,194,962	712	1,195,674		
Miscellaneous	766	6,359	14,647	12,840	122,172	1,514	123,686		
In-kind	-	-	-	-	1,659,387	-	1,659,387		
Loss on disposal of assets	-	-	10,433	114,585	125,018	-	125,018		
SUBTOTAL	\$ 1,908,834	\$ 144,840	\$ 1,771,500	\$ 8,081,585	\$ 45,829,615	\$ 1,848,336	\$ 47,677,951		
Over applied indirect costs	-	-	-	-	23,058	(318,345)	(295,287)		
Eliminations	-	-	-	(505,231)	(2,164,618)	-	(2,164,618)		
TOTAL EXPENSES AND LOSSES	\$ 1,908,834	\$ 144,840	\$ 1,794,558	\$ 7,576,354	\$ 43,688,055	\$ 1,529,991	\$ 45,218,046		

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

COMBINED STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED JULY 31, 2015 AND 2014

	<u>2015</u>	<u>2014</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 571,482	\$ 1,108,192
Adjustments to reconcile change in net assets to net cash flows from operating activities:		
Depreciation and amortization	2,328,453	2,307,406
Loss on disposal of assets	38,090	125,018
Unrealized gain on investments	(24,840)	(532,490)
(Increase) decrease operating assets:		
Contracts receivable (net)	745,806	(848,292)
Accounts receivable (net)	(207,326)	(33,396)
Prepaid expenses	15,928	(56,586)
Under applied overhead	(110,574)	(179,371)
Increase (decrease) in operating liabilities:		
Accounts payable	132,618	95,873
Accrued payroll and payroll taxes	88,771	241,250
Accrued comp. absences	24,907	(1,721)
Accrued other liabilities	(249,959)	467,156
Refundable advances	(635,732)	(31,244)
Over applied overhead	-	(115,916)
Tenant security deposits	12,539	11,376
Total adjustments	<u>2,158,681</u>	<u>1,449,063</u>
NET CASH FLOWS FROM OPERATING ACTIVITIES	<u>2,730,163</u>	<u>2,557,255</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of fixed assets	(1,611,081)	(1,314,268)
Proceeds from sale of fixed assets	63,882	8,000
Purchase of investments	(377,357)	(2,176,119)
Proceeds from sale of investments	-	2,000,000
Deposit to restricted cash accounts	(470,386)	(43,735)
NET CASH FLOWS FROM INVESTING ACTIVITIES	<u>(2,394,942)</u>	<u>(1,526,122)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Payments on long-term debt	(168,437)	(156,900)
Net proceeds from capital advances	-	68,694
NET CASH FLOWS FROM FINANCING ACTIVITIES	<u>(168,437)</u>	<u>(88,206)</u>
CHANGE IN CASH AND CASH EQUIVALENTS	<u>166,784</u>	<u>942,927</u>
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR	<u>6,846,352</u>	<u>5,903,425</u>
CASH AND CASH EQUIVALENTS - END OF YEAR	<u>\$ 7,013,136</u>	<u>\$ 6,846,352</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid during the year for:		
Interest	<u>\$ 208,685</u>	<u>\$ 234,423</u>

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS

JULY 31, 2015 AND 2014

NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of the Organization

Southern New Hampshire Services, Inc. is an 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.
SNHS Management Corporation
SNHS Elderly Housing, Inc.
SNHS Elderly Housing II, Inc.
SNHS Elderly Housing III, Inc.
SNHS Elderly Housing IV, Inc.
SNHS Elderly Housing V, Inc.
SNHS Elderly Housing VI, Inc.
SNHS Elderly Housing VII, Inc.
SNHS Elderly Housing VIII, Inc.
SNHS Elderly Housing IX, Inc.
SNHS Elderly Housing X, Inc.

SNHS Elderly Housing XI, Inc.
Rural Housing for the Elderly, Inc.
Rural Housing for the Elderly II, Inc.
Sundial Elderly Housing, Inc.
SNHS Ashland Elderly Housing, Inc.
SNHS Farmington Elderly Housing, Inc.
SNHS Greenfield Elderly Housing, Inc.
SNHS North Berwick Elderly Housing, Inc.
SNHS Northwood Elderly Housing, Inc.
SNHS Pittsburg Elderly Housing, Inc.
SNHS Raymond Elderly Housing, Inc.

Basis of Accounting and Presentation

The Organization prepares its combined financial statements in accordance with accounting principles generally accepted in the United States of America, which involves the application of accrual accounting; and accordingly reflect all significant receivables, payables, and other liabilities. Net assets, revenues, expenses, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of the Organization and changes therein are classified and reported as follows:

Unrestricted net assets - Unrestricted net assets of the Organization are net assets that are neither permanently restricted nor temporarily restricted by donor-imposed restrictions.

Temporarily restricted net assets - Temporarily restricted net assets are net assets resulting from contributions and other inflows of assets whose use by the Organization is limited by donor-imposed stipulations that either expire by passage of time or can be fulfilled and removed by actions of the Organization pursuant to those stipulations.

Permanently restricted net assets - Permanently restricted net assets are net assets resulting from contributions and other inflows of assets whose use by the Organization is limited by donor-imposed stipulations that neither expire by passage of time nor can be fulfilled or otherwise removed by actions of the Organization.

The Organization has no temporarily restricted or permanently restricted net assets at July 31, 2015 and 2014.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

JULY 31, 2015 AND 2014

NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

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 the following corporations because Southern New Hampshire Services, Inc. controls more than 50% of the voting power.

Southern New Hampshire Services, Inc.
SNHS Management Corporation
SNHS Elderly Housing, Inc.
SNHS Elderly Housing II, Inc.
SNHS Elderly Housing III, Inc.
SNHS Elderly Housing IV, Inc.
SNHS Elderly Housing V, Inc.
SNHS Elderly Housing VI, Inc.
SNHS Elderly Housing VII, Inc.
SNHS Elderly Housing VIII, Inc.
SNHS Elderly Housing IX, Inc.
SNHS Elderly Housing X, Inc.

SNHS Elderly Housing XI, Inc.
Rural Housing for the Elderly, Inc.
Rural Housing for the Elderly II, Inc.
Sundial Elderly Housing, Inc.
SNHS Ashland Elderly Housing, Inc.
SNHS Farmington Elderly Housing, Inc.
SNHS Greenfield Elderly Housing, Inc.
SNHS North Berwick Elderly Housing, Inc.
SNHS Northwood Elderly Housing, Inc.
SNHS Pittsburg Elderly Housing, Inc.
SNHS Raymond Elderly Housing, Inc.

Use of 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.

Current Vulnerabilities Due to Certain Concentrations

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 this time.

Accounts and Contracts Receivable

All accounts and contracts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Receivables are recorded on the accrual basis of accounting primarily based on reimbursable contracts, grants and agreements. Balances outstanding after management has used reasonable collection efforts are written off through a charge to bad debt expense and a credit to the applicable accounts receivable. Management does not believe an allowance for uncollectible accounts receivable is necessary at July 31, 2015 and 2014.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS

(Continued)

JULY 31, 2015 AND 2014

NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue Recognition

The Organization's revenue is recognized primarily from federal and state grants and contracts generally structured as reimbursed contracts for services and therefore revenue is recognized based on when their individual allowable budgeted expenditures occur. Federal and state grant revenue comprised 76% and 77% of total revenue in the fiscal years ended July 31, 2015 and 2014, respectively.

Contributions and In-Kind Donations

Support that is restricted by the donor is reported as an increase in unrestricted net assets 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 temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires, (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the combined statements of activities as net assets released from restrictions. In-kind revenues and expenses represent fair market value of volunteer services and non-paid goods which were donated to the Organization during the current fiscal year. All in-kind revenues in the fiscal year 2015 and 2014 were generated through the Head Start and Economic Workforce Development programs.

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.

Fixed Assets

Fixed assets acquired by the Organization are capitalized at cost if purchased or fair value if donated. It is the Organization's policy to capitalize expenditures for these items in excess of \$5,000. Major additions and renewals are capitalized, while repairs and maintenance are expensed as incurred. Depreciation is calculated using the straight-line basis over the estimated useful lives of the assets, which range from three to forty years. Depreciation expense for July 31, 2015 and 2014 was \$2,318,506 and \$2,297,459, respectively.

Fixed assets 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 fixed assets, as well as the ownership of any proceeds is subject to funding source regulations.

Other Assets

Intangible assets, including financing fees, are being amortized on a straight-line basis over 15 to 35 years. Total amortization expense was \$9,947 for the years ended July 31, 2015 and 2014. Amortization of intangible assets is estimated to be \$9,947 annually for the next five years.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

JULY 31, 2015 AND 2014

NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Advertising

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

Functional Allocation of Expenses

The costs associated with providing program services and management and general support services are presented by natural classification on the combined statement of functional expenses and have been summarized on a functional basis on the combined statements of activities.

Income Taxes

The Organization qualifies as an organization exempt from income tax under Section 501 (c) (3) of the Internal Revenue Code. Management has determined that the Organization does not have any uncertain tax positions that would require the recording of any additional tax benefits or liabilities within the next twelve months. Since tax matters are subject to some degree of uncertainty, there can be no assurance that the Organization's tax returns will not be challenged by the taxing authorities and that the Organization will not be subject to additional tax, penalties and interest as a result of such challenge. Generally, the Organization's tax returns remain subject to examination for three years after they were filed which includes the tax years ending July 31, 2013, 2014 and 2015.

Subsequent Events

Management has made an evaluation of subsequent events through April 13, 2016, 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.

Reclassifications

Certain reclassifications have been made to the 2014 combined financial statement presentation to correspond to the current year's format. Net assets and changes in net assets are unchanged due to these reclassifications.

NOTE 2: RESTRICTED CASH

The Organization, as stipulated in many of the loan agreements and capital advances associated with the combining housing projects and 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.

NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

JULY 31, 2015 AND 2014

NOTE 3: FAIR VALUE MEASUREMENTS

FASB ASC 820, *Fair Value Measurements and Disclosures* establish a framework to measuring fair value within generally accepted accounting principles (GAAP). That framework 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 measurement) and the lowest priority to unobservable inputs (level 3 measurements).

The three levels of the fair value hierarchy under FASB ASC 820 are described as follows:

Level 1: Quoted prices in active markets for identical assets or liabilities.

Level 2: Observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities. 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: Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

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, 2015 and 2014.

Mutual Funds: Valued at the closing price reported on the active market on which the individual securities are traded.

The fair value by level of the Organization's investments consisted of the following as of July 31:

<u>2015</u>				
	<u>(Level 1)</u>	<u>(Level 2)</u>	<u>(Level 3)</u>	<u>Total</u>
Mutual Funds	<u>\$6,243,028</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$6,243,028</u>
Total	<u>\$6,243,028</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$6,243,028</u>
<u>2014</u>				
	<u>(Level 1)</u>	<u>(Level 2)</u>	<u>(Level 3)</u>	<u>Total</u>
Mutual Funds	<u>\$5,840,831</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$5,840,831</u>
Total	<u>\$5,840,831</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$5,840,831</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

JULY 31, 2015 AND 2014

NOTE 4: INVESTMENTS

The following is a summary of investments as of July 31:

	<i>2015</i>			<i>2014</i>		
	Cost	Fair Market Value	Unrealized Gains	Cost	Fair Market Value	Unrealized Gains
Mutual Funds	<u>\$4,702,343</u>	<u>\$6,243,028</u>	<u>\$1,540,685</u>	\$4,324,986	\$5,840,831	\$1,515,845
Total	<u>\$4,702,343</u>	<u>\$6,243,028</u>	<u>\$1,540,685</u>	<u>\$4,324,986</u>	<u>\$5,840,831</u>	<u>\$1,515,845</u>

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

	<i>2015</i>	<i>2014</i>
Fair Value – August 1	<u>\$5,840,831</u>	\$5,132,222
Additions	377,357	2,176,119
Distributions	-	(2,000,000)
Realized gains	-	-
Unrealized gains	<u>24,840</u>	<u>532,490</u>
Fair Value – July 31	<u>\$6,243,028</u>	<u>\$5,840,831</u>

NOTE 5: LONG-TERM DEBT

The following is a summary of long-term debt as of July 31:

	<i>2015</i>	<i>2014</i>
<u>SNHS, Inc.</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 0.000%. SNHS is currently negotiating with the City of Manchester to write off this debt.	\$ 11,275	\$ 11,275
Mortgage payable to bank, secured by real estate located on Temple St., Nashua, NH, payable in fixed monthly principal installments of \$1,833 plus interest through 2020. Interest is at 4.000%.	326,669	348,669
<u>SNHS Management Corporation</u>		
Mortgage payable to bank, secured by real estate located on West Pearl St., Nashua, NH. Mortgage will be forgiven only if real estate remains low income housing for 40 years. Interest is at 0.000%.	<u>170,000</u>	<u>170,000</u>
Subtotal	<u>\$ 507,944</u>	<u>\$529,944</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

JULY 31, 2015 AND 2014

NOTE 5: LONG-TERM DEBT (Continued)

	<u>2015</u>	<u>2014</u>
Subtotal Carried Forward	\$ 507,944	\$529,944
<u>SNHS Management Corporation (Continued)</u>		
Mortgage payable to bank secured by real estate located on Silver St., Manchester, NH, payable in monthly installments of \$2,619 including interest through 2019. Interest is at 3.750%.	102,947	129,907
Mortgage payable to bank, secured by real estate located on Allds St., Nashua, NH, payable in fixed monthly principal installments of \$2,613 plus interest through 2016. Interest is at 2.996%.	182,912	214,269
Mortgage payable to MH Parsons and Sons Lumber, secured by real estate located in Derry, NH, payable in monthly installments of \$3,715 including interest through 2031. Interest is at 5.500%.	478,206	495,947
<u>Housing Corporations</u>		
Mortgage payable between Key Bank and SNHS Rural Housing for the Elderly, Inc., secured by real estate located in Greenville, NH, payable in monthly installments of \$14,044 including interest through 2040. Interest is at 5.120%.	2,380,136	2,430,658
Mortgage payable between Oppenheimer and SNHS Elderly Housing, Inc., secured by real estate located in Epping, NH, payable in monthly installments of \$5,932 including interest through 2047. Interest is at 3.950%.	1,288,513	1,308,370
Mortgage payable between the Town of Northwood and SNHS Northwood Elderly Housing, Inc., secured by real estate located in Northwood, NH. Mortgage will be forgiven if real estate remains low income housing for 20 years and the entity does not generate residual receipts. Interest is at 0.000%.	95,000	95,000
Mortgage payable between NHHFA and SNHS Greenfield Elderly Housing, Inc., secured by real estate located in Greenfield, NH. Mortgage payments are based upon surplus cash. Remaining balance due in 2040 or upon sale of the property. Interest is at 0.000%.	<u>450,000</u>	<u>450,000</u>
	\$ 5,485,658	\$ 5,654,095
Less: Current Portion	<u>338,450</u>	<u>174,392</u>
Long-term debt, net of current portion	\$ <u>5,147,208</u>	\$ <u>5,479,703</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

JULY 31, 2015 AND 2014

NOTE 5: LONG-TERM DEBT (Continued)

Principal maturities for long-term debt for the subsequent fiscal years from July 31, 2015, are as follows:

2016	\$ 338,450
2017	151,144
2018	156,563
2019	146,385
2020	352,196
Thereafter	<u>4,340,920</u>
Total	<u>\$ 5,485,658</u>

NOTE 6: CAPITAL ADVANCES

The following is a summary of capital advances as of July 31:

	<u>2015</u>	<u>2014</u>
<u>Housing Corporations</u>		
Capital advance between HUD and Rural Housing for the Elderly II, Inc., secured by real estate located in Nashua, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	\$ 3,167,200	\$ 3,167,200
Capital advance between HUD and Sundial Elderly Housing, Inc., secured by real estate located in Nashua, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is 0.000%.	4,081,600	4,081,600
Capital advance between HUD and SNHS Northwood Elderly Housing, Inc., secured by real estate located in Northwood, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	3,460,700	3,460,700
Capital advance between HUD and SNHS Farmington Elderly Housing, Inc., secured by real estate located in Manchester, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	2,827,000	2,827,000
Capital advance between HUD and SNHS Elderly Housing V, Inc., secured by real estate located in Manchester, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	<u>2,948,700</u>	<u>2,948,700</u>
Subtotal	<u>\$ 16,485,200</u>	<u>\$16,485,200</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

JULY 31, 2015 AND 2014

NOTE 6: CAPITAL ADVANCES (Continued)

	<u>2015</u>	<u>2014</u>
Subtotal Carried Forward	\$ 16,485,200	\$16,485,200
Capital advance between HUD and SNHS Elderly Housing II, Inc., secured by real estate located in Rochester, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%	2,485,859	2,485,859
Capital advance between HUD and SNHS Elderly Housing III, Inc., secured by real estate located in Rochester, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	3,522,500	3,522,500
Capital advance between HUD and SNHS Elderly Housing II, Inc., secured by real estate located in Rochester, NH. Capital advance will be forgiven in real estate remains low income housing for 40 years. Interest is at 0.000%.	2,966,900	2,966,900
Capital advance between HUD and Rural Housing for the Elderly II, Inc., secured by real estate located in Nashua, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	2,337,800	2,337,800
Capital advance between HUD and SNHS Elderly Housing IV, Inc., secured by real estate located in Nashua, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	4,412,500	4,412,500
Capital advance between HUD and SNHS Raymond Elderly Housing, Inc., secured by real estate located in Raymond, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	1,773,900	1,773,900
Capital advance between HUD and SNHS Pittsburg Elderly Housing, Inc., secured by real estate located in Pittsburg, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	1,481,082	1,481,082
Capital advance between HUD and SNHS North Berwick Elderly Housing, Inc., secured by real estate located in North Berwick, ME. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	<u>2,016,800</u>	<u>2,016,800</u>
Subtotal	\$ <u>37,482,541</u>	<u>\$37,482,541</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

JULY 31, 2015 AND 2014

NOTE 6: CAPITAL ADVANCES (Continued)

	<u>2015</u>	<u>2014</u>
Subtotal Carried Forward	\$ 37,482,541	\$37,482,541
Capital advance between HUD and SNHS Greenfield Elderly Housing, Inc., secured by real estate located in Greenfield, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	1,545,300	1,545,300
Capital advance between HUD and Ashland Elderly Housing, Inc., secured by real estate located in Ashland, NH. Capital advance will be forgiven in real estate remains low income housing for 40 years. Interest is at 0.000%.	3,426,100	3,426,100
Capital advance between HUD and SNHS Elderly Housing VI, Inc., secured by real estate located in Bristol, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	2,711,900	2,711,900
Capital advance between HUD and SNHS Elderly Housing VII, Inc., secured by real estate located in Manchester, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	5,143,400	5,143,400
Capital advance between HUD and SNHS Elderly Housing VII, Inc., secured by real estate located in Manchester, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	3,151,000	3,151,000
Capital advance between HUD and SNHS Elderly Housing VII, Inc., secured by real estate located in Manchester, NH. The Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	2,596,400	2,596,400
Capital advance between HUD and SNHS Elderly Housing VIII, Inc., secured by real estate located in Campton, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	2,352,500	2,352,500
Capital advance between HUD and SNHS Elderly Housing IX, Inc., secured by real estate located in Plymouth, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	<u>2,341,700</u>	<u>2,341,700</u>
Subtotal	\$ <u>60,750,841</u>	\$ <u>60,750,841</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

JULY 31, 2015 AND 2014

NOTE 6: CAPITAL ADVANCES (Continued)

	<u>2015</u>	<u>2014</u>
Subtotal Carried Forward	\$60,750,841	\$60,750,841
Capital advance between HUD and SNHS Elderly Housing XI, Inc., secured by real estate located in Lancaster, NH. Capital advance will be forgiven in real estate remains low income housing for 40 years. Interest is at 0.000%.	3,231,300	3,231,300
Capital advance between HUD and SNHS Elderly Housing X, Inc., secured by real estate located in Woodstock, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	<u>2,351,200</u>	<u>2,351,200</u>
Total	<u>\$66,333,341</u>	<u>\$66,333,341</u>

NOTE 7: OPERATING LEASES

The Organization leases various facilities and equipment under several operating leases. Total lease payments for the years ended July 31, 2015 and 2014 equaled \$789,052 and \$722,747, respectively. The leases expire at various times through July 2017. Some of the leases contain renewal options that are contingent upon federal funding and some contain renewal options subject to renegotiation of lease terms.

The following is a schedule of future minimum lease payments for the operating leases as of July 31, 2015:

2016	\$742,950
2017	<u>22,021</u>
Total	<u>\$764,971</u>

NOTE 8: RETIREMENT BENEFITS

The Organization has an Employer-Sponsored 403(b) plan offering coverage to all of its employees. Participating employees must contribute at least 5% of their wages, while the Organization contributes 10% of their wages. The pension expense for the years ended July 31, 2015 and 2014 was \$859,580 and \$787,632, respectively.

NOTE 9: RISKS AND UNCERTAINTIES

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.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS

(Continued)

JULY 31, 2015 AND 2014

NOTE 10: CONTINGENCIES AND CONTINGENT LIABILITIES

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

Cotton Mill Square

During the year, 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, NH. 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 principle is forgivable at a rate of 5% each year the Project maintains the required minimum of 55 low to moderate income household units.

The Cotton Mill Square Project was awarded the certificate of occupancy on August 22, 2014 and remains in full compliance with the required regulations as of July 31, 2015. 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 current unforgiven principle amount at July 31, 2015 is \$760,000. The note repayment is accelerated if the units fall out of compliance.

J. Brown Homestead Property

On July 1, 2011, Rockingham Community Acton (RCA) was acquired by Southern New Hampshire Services, Inc. (SNHS). As part of this merger, SNHS assumed all the assets, liabilities and obligations of RCA which included the J. Brown Homestead Property.

The J. Brown Homestead Property was conveyed to RCA in 1999 by the Town of Raymond for \$1 and a mortgage lien of \$604,418. The property contains four apartments limited to low-income seniors, office space for the Outreach operations, space for the Food Pantry operation, and a common meeting room for use by Town of Raymond organizations. The Town of Raymond included a requirement that the property be used for a social service center for a period of 20 years, called the benefit period, after which this requirement terminates.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

JULY 31, 2015 AND 2014

NOTE 10: CONTINGENCIES AND CONTINGENT LIABILITIES (Continued)

J. Brown Homestead Property (Continued)

In the event that SNHS sells or otherwise conveys the property within the benefit period, the remaining lien will be either paid from the proceeds of the sale or remain with the land to any subsequent purchaser for the remaining benefit period.

This mortgage lien has no scheduled principle or interest payments and is forgivable at a rate of 5% each year of the benefit period until it is completely forgiven in year 2019. The value of this lien at July 31, 2015 and 2014 is \$151,105 and \$181,326, respectively. SNHS has no plans to sell or transfer this property. Therefore, the contingent mortgage lien liability has not been included in the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
 COMBINING SCHEDULE OF FINANCIAL POSITION
 JULY 31, 2015

Schedule A

	10/14/15/30/40/ 50/80/81/82/810 /845/1275	105	110
	SNHS Management Corporation	Rural Housing for the Elderly II Landing II	Rural Housing for the Elderly
	SNHS, Inc.		
ASSETS			
CURRENT ASSETS			
Cash	\$ 88,728	\$ 5,744,983	\$ 56,376
Investments	-	6,243,028	-
Contracts receivable	3,021,319	107,423	659
Accounts receivable	-	440,559	-
Prepaid expenses	33,122	16,863	12,034
Under applied overhead	289,945	-	-
Due from other corporations	5,469,964	120,067	-
Total current assets	<u>8,903,078</u>	<u>12,672,923</u>	<u>69,069</u>
FIXED ASSETS			
Land	219,849	1,742,613	16,498
Buildings and improvements	1,525,302	5,544,623	3,277,537
Vehicles and equipment	832,813	404,922	20,879
Total fixed assets	<u>2,577,964</u>	<u>7,692,158</u>	<u>3,314,914</u>
Less - accumulated depreciation	<u>(1,323,598)</u>	<u>(2,854,087)</u>	<u>(1,198,028)</u>
Net fixed assets	<u>1,254,366</u>	<u>4,838,071</u>	<u>2,116,886</u>
OTHER ASSETS			
Restricted cash	24,589	232,183	165,569
Miscellaneous other assets	-	137,555	-
Total other assets	<u>24,589</u>	<u>369,738</u>	<u>165,569</u>
TOTAL ASSETS	<u>\$ 10,182,033</u>	<u>\$ 17,880,732</u>	<u>\$ 2,351,524</u>
LIABILITIES AND NET ASSETS			
CURRENT LIABILITIES			
Accounts payable	\$ 386,857	\$ 35,501	\$ 1,815
Accrued payroll and payroll taxes	465,375	521,326	3,703
Accrued compensated absences	-	647,031	-
Accrued other liabilities	365,742	-	8,392
Refundable advances	1,392,133	-	58
Tenant security deposits	24,514	11,724	16,582
Due to other corporations	4,254,772	755,421	31,327
Current portion of long-term debt	33,275	229,700	-
Total current liabilities	<u>6,922,668</u>	<u>2,200,703</u>	<u>61,877</u>
LONG-TERM LIABILITIES			
Long-term debt, less current portion	304,669	704,365	-
Capital advances	-	-	3,167,200
Total long-term liabilities	<u>304,669</u>	<u>704,365</u>	<u>3,167,200</u>
TOTAL LIABILITIES	<u>7,227,337</u>	<u>2,905,068</u>	<u>3,229,077</u>
NET ASSETS			
Unrestricted	2,954,696	14,975,664	(877,553)
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 10,182,033</u>	<u>\$ 17,880,732</u>	<u>\$ 2,351,524</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
 COMBINING SCHEDULE OF FINANCIAL POSITION
 JULY 31, 2015

Schedule A (Continued)

	120	130	140	145
	SNHS Elderly Housing	Sundial Elderly Housing	SNHS Northwood Elderly Housing	SNHS Elderly Housing, VII
ASSETS				
CURRENT ASSETS				
Cash	\$ 29,084	\$ 70,684	\$ 100,014	\$ 51,235
Investments	-	-	-	-
Contracts receivable	10,637	1,308	-	900
Accounts receivable	-	-	-	-
Prepaid expenses	3,371	19,742	5,290	3,904
Under applied overhead	-	-	-	-
Due from other corporations	-	-	-	-
Total current assets	43,092	91,734	105,304	56,039
FIXED ASSETS				
Land	94,112	342,450	82,489	662,211
Buildings and improvements	1,139,702	4,049,672	3,485,906	4,421,448
Vehicles and equipment	30,733	45,284	22,269	35,003
Total fixed assets	1,264,547	4,437,406	3,590,664	5,118,662
Less - accumulated depreciation	(701,221)	(1,899,288)	(853,313)	(627,964)
Net fixed assets	563,326	2,538,118	2,737,351	4,490,698
OTHER ASSETS				
Restricted cash	268,001	291,910	60,062	119,351
Miscellaneous other assets	130,460	-	-	3,361
Total other assets	398,461	291,910	60,062	122,712
TOTAL ASSETS	\$ 1,004,879	\$ 2,921,762	\$ 2,902,717	\$ 4,669,449
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Accounts payable	\$ 1,860	\$ 1,147	\$ 168	\$ 1,995
Accrued payroll and payroll taxes	2,208	7,132	2,595	1,183
Accrued compensated absences	-	-	-	-
Accrued other liabilities	7,471	13,175	2,333	33,497
Refundable advances	-	1,737	-	-
Tenant security deposits	6,041	27,902	10,401	11,568
Due to other corporations	87,925	46,667	29,896	7,401
Current portion of long-term debt	18,904	-	-	-
Total current liabilities	124,409	97,760	45,393	55,644
LONG-TERM LIABILITIES				
Long-term debt, less current portion	1,269,609	-	95,000	-
Capital advances	-	4,081,600	3,460,700	5,143,400
Total long-term liabilities	1,269,609	4,081,600	3,555,700	5,143,400
TOTAL LIABILITIES	1,394,018	4,179,360	3,601,093	5,199,044
NET ASSETS				
Unrestricted	(389,139)	(1,257,598)	(698,376)	(529,595)
TOTAL LIABILITIES AND NET ASSETS	\$ 1,004,879	\$ 2,921,762	\$ 2,902,717	\$ 4,669,449

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
 COMBINING SCHEDULE OF FINANCIAL POSITION
 JULY 31, 2015

Schedule A (Continued)

	146	147	150	155
	SNHS Elderly Housing, VII	SNHS Elderly Housing, VIIA - Construction	SNHS Farmington Elderly Housing	SNHS Elderly Housing V
ASSETS				
CURRENT ASSETS				
Cash	\$ 58,540	\$ 46,309	\$ 23,009	\$ 32,541
Investments	-	-	-	-
Contracts receivable	-	-	217,654	463
Accounts receivable	-	-	-	-
Prepaid expenses	2,494	2,040	6,171	2,771
Under applied overhead	-	-	-	-
Due from other corporations	-	(4,307)	-	-
Total current assets	61,034	44,042	246,834	35,775
FIXED ASSETS				
Land	570,320	373,643	267,538	150,000
Buildings and improvements	2,639,154	2,164,729	2,750,139	2,731,835
Vehicles and equipment	25,923	44,125	28,403	100,536
Total fixed assets	3,235,397	2,582,497	3,046,080	2,982,371
Less - accumulated depreciation	(299,443)	(135,379)	(1,260,946)	(696,197)
Net fixed assets	2,935,954	2,447,118	1,785,134	2,286,174
OTHER ASSETS				
Restricted cash	152,604	90,450	112,317	99,015
Miscellaneous other assets	1,889	-	-	-
Total other assets	154,493	90,450	112,317	99,015
TOTAL ASSETS	\$ 3,151,481	\$ 2,581,610	\$ 2,144,285	\$ 2,420,964
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Accounts payable	\$ 1,564	\$ 2,223	\$ 97,910	\$ 3,595
Accrued payroll and payroll taxes	2,127	2,150	2,912	2,339
Accrued compensated absences	-	-	-	-
Accrued other liabilities	11,589	9,799	188,031	17,007
Refundable advances	-	-	3,157	-
Tenant security deposits	8,108	6,105	13,352	9,112
Due to other corporations	6,774	-	20,853	8,388
Current portion of long-term debt	-	-	-	-
Total current liabilities	30,162	20,277	326,215	40,441
LONG-TERM LIABILITIES				
Long-term debt, less current portion	-	-	-	-
Capital advances	3,151,000	2,596,400	2,827,000	2,948,700
Total long-term liabilities	3,151,000	2,596,400	2,827,000	2,948,700
TOTAL LIABILITIES	3,181,162	2,616,677	3,153,215	2,989,141
NET ASSETS				
Unrestricted	(29,681)	(35,067)	(1,008,930)	(568,177)
TOTAL LIABILITIES AND NET ASSETS	\$ 3,151,481	\$ 2,581,610	\$ 2,144,285	\$ 2,420,964

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
 COMBINING SCHEDULE OF FINANCIAL POSITION
 JULY 31, 2015

Schedule A (Continued)

	160	170	175	180
	SNHS Elderly Housing II - Roberge	SNHS Elderly Housing III	SNHS Elderly Housing II - Chasse	Rural Housing for the Elderly II - Landing I
ASSETS				
CURRENT ASSETS				
Cash	\$ 68,300	\$ 69,216	\$ 66,115	\$ 34,618
Investments	-	-	-	-
Contracts receivable	-	305	-	1,489
Accounts receivable	-	-	-	-
Prepaid expenses	6,045	5,920	5,542	9,008
Under applied overhead	-	-	-	-
Due from other corporations	-	-	-	-
Total current assets	<u>74,345</u>	<u>75,441</u>	<u>71,657</u>	<u>45,115</u>
FIXED ASSETS				
Land	146,270	305,901	7,420	7,898
Buildings and improvements	2,489,584	3,356,913	2,977,084	2,539,551
Vehicles and equipment	31,190	37,613	24,815	13,556
Total fixed assets	<u>2,667,044</u>	<u>3,700,427</u>	<u>3,009,319</u>	<u>2,561,005</u>
Less - accumulated depreciation	<u>(1,278,120)</u>	<u>(1,422,795)</u>	<u>(913,546)</u>	<u>(983,367)</u>
Net fixed assets	<u>1,388,924</u>	<u>2,277,632</u>	<u>2,095,773</u>	<u>1,577,638</u>
OTHER ASSETS				
Restricted cash	134,558	296,286	202,438	118,515
Miscellaneous other assets	-	-	-	-
Total other assets	<u>134,558</u>	<u>296,286</u>	<u>202,438</u>	<u>118,515</u>
TOTAL ASSETS	<u>\$ 1,597,827</u>	<u>\$ 2,649,359</u>	<u>\$ 2,369,868</u>	<u>\$ 1,741,268</u>
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Accounts payable	\$ 2,535	\$ 1,652	\$ 10,379	\$ 2,981
Accrued payroll and payroll taxes	3,355	3,646	3,492	3,487
Accrued compensated absences	-	-	-	-
Accrued other liabilities	9,885	12,930	10,288	8,034
Refundable advances	52	-	-	169
Tenant security deposits	14,269	17,877	12,098	13,032
Due to other corporations	28,076	33,479	26,014	32,599
Current portion of long-term debt	-	-	-	-
Total current liabilities	<u>58,172</u>	<u>69,584</u>	<u>62,271</u>	<u>60,302</u>
LONG-TERM LIABILITIES				
Long-term debt, less current portion	-	-	-	-
Capital advances	2,485,859	3,522,500	2,966,900	2,337,800
Total long-term liabilities	<u>2,485,859</u>	<u>3,522,500</u>	<u>2,966,900</u>	<u>2,337,800</u>
TOTAL LIABILITIES	<u>2,544,031</u>	<u>3,592,084</u>	<u>3,029,171</u>	<u>2,398,102</u>
NET ASSETS				
Unrestricted	<u>(946,204)</u>	<u>(942,725)</u>	<u>(659,303)</u>	<u>(656,834)</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 1,597,827</u>	<u>\$ 2,649,359</u>	<u>\$ 2,369,868</u>	<u>\$ 1,741,268</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
 COMBINING SCHEDULE OF FINANCIAL POSITION
 JULY 31, 2015

Schedule A (Continued)

	185	190	200	210
	SNHS Elderly Housing IV	SNHS Raymond Elderly Housing	SNHS Pittsburg Elderly Housing	SNHS North Berwick Elderly Housing
ASSETS				
CURRENT ASSETS				
Cash	\$ 35,770	\$ 27,292	\$ 22,377	\$ 39,996
Investments	-	-	-	-
Contracts receivable	-	-	-	143
Accounts receivable	-	-	-	-
Prepaid expenses	8,423	3,400	2,645	6,423
Under applied overhead	-	-	-	-
Due from other corporations	-	-	-	-
Total current assets	44,193	30,692	25,022	46,562
FIXED ASSETS				
Land	168,777	121,331	17,190	138,744
Buildings and improvements	4,344,731	1,784,101	1,608,802	1,942,584
Vehicles and equipment	23,892	29,433	13,322	34,930
Total fixed assets	4,537,400	1,934,865	1,639,314	2,116,258
Less - accumulated depreciation	(1,137,270)	(798,184)	(724,537)	(754,052)
Net fixed assets	3,400,130	1,136,681	914,777	1,362,206
OTHER ASSETS				
Restricted cash	232,420	122,930	102,704	176,207
Miscellaneous other assets	-	-	-	-
Total other assets	232,420	122,930	102,704	176,207
TOTAL ASSETS	\$ 3,676,743	\$ 1,290,303	\$ 1,042,503	\$ 1,584,975
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Accounts payable	\$ 2,591	\$ 516	\$ 579	\$ 490
Accrued payroll and payroll taxes	4,081	2,208	1,758	1,832
Accrued compensated absences	-	-	-	-
Accrued other liabilities	11,401	3,334	2,548	1,752
Refundable advances	-	-	-	-
Tenant security deposits	16,339	8,432	6,760	8,454
Due to other corporations	9,008	19,702	37,960	23,712
Current portion of long-term debt	-	-	-	-
Total current liabilities	43,420	34,192	49,605	36,240
LONG-TERM LIABILITIES				
Long-term debt, less current portion	-	-	-	-
Capital advances	4,412,500	1,773,900	1,481,082	2,016,800
Total long-term liabilities	4,412,500	1,773,900	1,481,082	2,016,800
TOTAL LIABILITIES	4,455,920	1,808,092	1,530,687	2,053,040
NET ASSETS				
Unrestricted	(779,177)	(517,789)	(488,184)	(468,065)
TOTAL LIABILITIES AND NET ASSETS	\$ 3,676,743	\$ 1,290,303	\$ 1,042,503	\$ 1,584,975

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
 COMBINING SCHEDULE OF FINANCIAL POSITION
 JULY 31, 2015

Schedule A (Continued)

	220	230	235	240
	SNHS			
	Greenfield Elderly Housing	SNHS Ashland Elderly Housing	SNHS Elderly Housing VI	SNHS Elderly Housing VIII
ASSETS				
CURRENT ASSETS				
Cash	\$ 44,635	\$ 32,000	\$ 17,742	\$ 28,185
Investments	-	-	-	-
Contracts receivable	-	298	160	252
Accounts receivable	-	-	-	-
Prepaid expenses	4,660	4,030	2,015	2,015
Under applied overhead	-	-	-	-
Due from other corporations	-	-	-	-
Total current assets	<u>49,295</u>	<u>36,328</u>	<u>19,917</u>	<u>30,452</u>
FIXED ASSETS				
Land	71,312	295,000	309,800	220,000
Buildings and improvements	2,002,691	2,989,901	2,577,277	2,285,036
Vehicles and equipment	23,777	82,557	20,356	19,078
Total fixed assets	<u>2,097,780</u>	<u>3,367,458</u>	<u>2,907,433</u>	<u>2,524,114</u>
Less - accumulated depreciation	(715,626)	(634,639)	(450,444)	(201,083)
Net fixed assets	<u>1,382,154</u>	<u>2,732,819</u>	<u>2,456,989</u>	<u>2,323,031</u>
OTHER ASSETS				
Restricted cash	134,332	417,527	46,129	97,162
Miscellaneous other assets	-	-	-	-
Total other assets	<u>134,332</u>	<u>417,527</u>	<u>46,129</u>	<u>97,162</u>
TOTAL ASSETS	<u>\$ 1,565,781</u>	<u>\$ 3,186,674</u>	<u>\$ 2,523,035</u>	<u>\$ 2,450,645</u>
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Accounts payable	\$ 281	\$ 2,235	\$ 1,481	\$ 2,241
Accrued payroll and payroll taxes	1,741	2,003	1,335	1,236
Accrued compensated absences	-	-	-	-
Accrued other liabilities	5,973	14,210	14,533	3,936
Refundable advances	-	-	-	-
Tenant security deposits	6,853	9,747	6,138	5,172
Due to other corporations	21,529	4,190	21,906	7,861
Current portion of long-term debt	-	-	-	-
Total current liabilities	<u>36,377</u>	<u>32,385</u>	<u>45,393</u>	<u>20,446</u>
LONG-TERM LIABILITIES				
Long-term debt, less current portion	450,000	-	-	-
Capital advances	1,545,300	3,426,100	2,711,900	2,352,500
Total long-term liabilities	<u>1,995,300</u>	<u>3,426,100</u>	<u>2,711,900</u>	<u>2,352,500</u>
TOTAL LIABILITIES	<u>2,031,677</u>	<u>3,458,485</u>	<u>2,757,293</u>	<u>2,372,946</u>
NET ASSETS				
Unrestricted	<u>(465,896)</u>	<u>(271,811)</u>	<u>(234,258)</u>	<u>77,699</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 1,565,781</u>	<u>\$ 3,186,674</u>	<u>\$ 2,523,035</u>	<u>\$ 2,450,645</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
 COMBINING SCHEDULE OF FINANCIAL POSITION
 JULY 31, 2015

Schedule A (Continued)

	245	250	255
	SNHS Elderly Housing IX	SNHS Elderly Housing X	SNHS Elderly Housing XI
ASSETS			
CURRENT ASSETS			
Cash	\$ 27,943	\$ 27,404	\$ 30,991
Investments	-	-	-
Contracts receivable	-	881	56
Accounts receivable	-	-	-
Prepaid expenses	1,763	1,763	2,519
Under applied overhead	-	-	-
Due from other corporations	-	-	-
Total current assets	<u>29,706</u>	<u>30,048</u>	<u>33,566</u>
FIXED ASSETS			
Land	164,894	150,000	352,414
Buildings and improvements	2,352,305	2,347,246	2,772,061
Vehicles and equipment	19,200	23,554	48,630
Total fixed assets	<u>2,536,399</u>	<u>2,520,800</u>	<u>3,173,105</u>
Less - accumulated depreciation	<u>(205,727)</u>	<u>(185,060)</u>	<u>(154,088)</u>
Net fixed assets	<u>2,330,672</u>	<u>2,335,740</u>	<u>3,019,017</u>
OTHER ASSETS			
Restricted cash	77,389	66,781	115,317
Miscellaneous other assets	-	-	-
Total other assets	<u>77,389</u>	<u>66,781</u>	<u>115,317</u>
TOTAL ASSETS	<u>\$ 2,437,767</u>	<u>\$ 2,432,569</u>	<u>\$ 3,167,900</u>
LIABILITIES AND NET ASSETS			
CURRENT LIABILITIES			
Accounts payable	\$ 1,528	\$ 2,882	\$ 403
Accrued payroll and payroll taxes	1,236	1,273	1,721
Accrued compensated absences	-	-	-
Accrued other liabilities	4,515	4,946	3,958
Refundable advances	-	-	-
Tenant security deposits	5,425	5,150	6,444
Due to other corporations	5,278	9,057	4,552
Current portion of long-term debt	-	-	-
Total current liabilities	<u>17,982</u>	<u>23,308</u>	<u>17,078</u>
LONG-TERM LIABILITIES			
Long-term debt, less current portion	-	-	-
Capital advances	2,341,700	2,351,200	3,231,300
Total long-term liabilities	<u>2,341,700</u>	<u>2,351,200</u>	<u>3,231,300</u>
TOTAL LIABILITIES	<u>2,359,682</u>	<u>2,374,508</u>	<u>3,248,378</u>
NET ASSETS			
Unrestricted	<u>78,085</u>	<u>58,061</u>	<u>(80,478)</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 2,437,767</u>	<u>\$ 2,432,569</u>	<u>\$ 3,167,900</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
 COMBINING SCHEDULE OF FINANCIAL POSITION
 JULY 31, 2015

Schedule A (Continued)

	Sub-Total	Elimination	Totals
ASSETS			
CURRENT ASSETS			
Cash	\$ 7,013,199	\$ (63)	\$ 7,013,136
Investments	6,243,028	-	6,243,028
Contracts receivable	3,370,441	-	3,370,441
Accounts receivable	440,559	-	440,559
Prepaid expenses	197,061	-	197,061
Under applied overhead	289,945	-	289,945
Due from other corporations	5,585,724	(5,613,839)	(28,115)
Total current assets	<u>23,139,957</u>	<u>(5,613,902)</u>	<u>17,526,055</u>
FIXED ASSETS			
Land	7,235,523	-	7,235,523
Buildings and improvements	76,052,946	-	76,052,946
Vehicles and equipment	2,319,977	-	2,319,977
Total fixed assets	<u>85,608,446</u>	<u>-</u>	<u>85,608,446</u>
Less - accumulated depreciation	(25,025,332)	-	(25,025,332)
Net fixed assets	<u>60,583,114</u>	<u>-</u>	<u>60,583,114</u>
OTHER ASSETS			
Restricted cash	4,463,453	-	4,463,453
Miscellaneous other assets	408,506	-	408,506
Total other assets	<u>4,871,959</u>	<u>-</u>	<u>4,871,959</u>
TOTAL ASSETS	<u>\$ 88,595,030</u>	<u>\$ (5,613,902)</u>	<u>\$ 82,981,128</u>
LIABILITIES AND NET ASSETS			
CURRENT LIABILITIES			
Accounts payable	\$ 586,356	\$ (600)	\$ 585,756
Accrued payroll and payroll taxes	1,055,747	-	1,055,747
Accrued compensated absences	647,031	-	647,031
Accrued other liabilities	806,045	-	806,045
Refundable advances	1,397,406	(27,578)	1,369,828
Tenant security deposits	306,989	-	306,989
Due to other corporations	5,585,724	(5,585,724)	-
Current portion of long-term debt	338,450	-	338,450
Total current liabilities	<u>10,723,748</u>	<u>(5,613,902)</u>	<u>5,109,846</u>
LONG-TERM LIABILITIES			
Long-term debt, less current portion	5,147,208	-	5,147,208
Capital advances	66,333,341	-	66,333,341
Total long-term liabilities	<u>71,480,549</u>	<u>-</u>	<u>71,480,549</u>
TOTAL LIABILITIES	<u>82,204,297</u>	<u>(5,613,902)</u>	<u>76,590,395</u>
NET ASSETS			
Unrestricted	<u>6,390,733</u>	<u>-</u>	<u>6,390,733</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 88,595,030</u>	<u>\$ (5,613,902)</u>	<u>\$ 82,981,128</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
 COMBINING SCHEDULE OF ACTIVITIES
 FOR THE YEAR ENDED JULY 31, 2015

	10/15/30/40/50/ 80/81/82/810/84			
	5	105	110	
	SNHS, Inc.	SNHS Management Corporation	Rural Housing for the Elderly II Landing II	Rural Housing for the Elderly
REVENUES, GAINS AND OTHER SUPPORT				
Grant/contract revenue	\$ 33,674,200	\$ 137,807	\$ -	\$ -
Program service fees	73,370	1,370,351	-	-
Local funding	91,304	330,177	-	-
Rental income	-	533,269	328,174	969,994
Gifts and contributions	241,778	9,682	-	-
Interest Income	132	377,553	94	409
Unrealized gain on investments	-	24,840	-	-
In-kind	1,759,528	-	-	-
Miscellaneous	364,664	310,721	9,268	28,793
TOTAL REVENUES, GAINS AND OTHER SUPPORT	36,204,976	3,094,400	337,536	999,196
EXPENSES AND LOSSES				
Program services:				
Child Development	8,823,345	-	-	-
Community Services	1,373,843	-	-	-
Economic and Workforce Dev.	8,383,373	-	-	-
Energy	11,598,625	-	-	-
Hispanic-Latino Com. Services	397,120	-	-	-
Housing and Homeless	99,728	-	-	-
Nutrition and Health	2,383,084	-	-	-
Special Projects	1,210,523	-	-	-
Volunteer Services	128,210	-	-	-
SNHS Management Corporation		1,466,123	-	-
Housing Corporations		-	412,101	968,963
Total program services	34,397,851	1,466,123	412,101	968,963
Support services:				
Management and general	1,533,038	-	-	-
TOTAL EXPENSES AND LOSSES	35,930,889	1,466,123	412,101	968,963
CHANGE IN NET ASSETS	274,087	1,628,277	(74,565)	30,233
NET ASSETS - BEGINNING OF YEAR	2,680,609	13,347,387	(802,988)	121,135
NET ASSETS - END OF YEAR	\$ 2,954,696	\$ 14,975,664	\$ (877,553)	\$ 151,368

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
 COMBINING SCHEDULE OF ACTIVITIES
 FOR THE YEAR ENDED JULY 31, 2015

	120	130	140	145
	SNHS Elderly Housing	Sundial Elderly Housing	SNHS Northwood Elderly Housing	SNHS Elderly Housing, VII
REVENUES, GAINS AND OTHER SUPPORT				
Grant/contract revenue	\$ -	\$ -	\$ -	\$ -
Program service fees	-	-	-	-
Local funding	-	-	-	-
Rental income	277,376	515,911	255,890	240,877
Gifts and contributions	-	-	-	-
Interest Income	410	182	126	149
Unrealized gain on investments	-	-	-	-
In-kind	-	-	-	-
Miscellaneous	2,899	15,536	4,661	7,576
TOTAL REVENUES, GAINS AND OTHER SUPPORT	280,685	531,629	260,677	248,602
EXPENSES AND LOSSES				
Program services:				
Child Development	-	-	-	-
Community Services	-	-	-	-
Economic and Workforce Dev.	-	-	-	-
Energy	-	-	-	-
Hispanic-Latino Com. Services	-	-	-	-
Housing and Homeless	-	-	-	-
Nutrition and Health	-	-	-	-
Special Projects	-	-	-	-
Volunteer Services	-	-	-	-
SNHS Management Corporation	-	-	-	-
Housing Corporations	268,935	632,554	327,024	385,770
Total program services	268,935	632,554	327,024	385,770
Support services:				
Management and general	-	-	-	-
TOTAL EXPENSES AND LOSSES	268,935	632,554	327,024	385,770
CHANGE IN NET ASSETS	11,750	(100,925)	(66,347)	(137,168)
NET ASSETS - BEGINNING OF YEAR	(400,889)	(1,156,673)	(632,029)	(392,427)
NET ASSETS - END OF YEAR	\$ (389,139)	\$ (1,257,598)	\$ (698,376)	\$ (529,595)

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
 COMBINING SCHEDULE OF ACTIVITIES
 FOR THE YEAR ENDED JULY 31, 2015

	146	147	150	155
	SNHS Elderly Housing, VII	SNHS Elderly Housing, VIIA - Construction	SNHS Farmington Elderly Housing	SNHS Elderly Housing V
REVENUES, GAINS AND OTHER SUPPORT				
Grant/contract revenue	\$ -	\$ -	\$ -	\$ -
Program service fees	-	-	-	-
Local funding	-	-	-	-
Rental income	191,002	162,059	295,320	225,544
Gifts and contributions	-	-	-	-
Interest Income	145	106	25	113
Unrealized gain on investments	-	-	-	-
In-kind	-	-	-	-
Miscellaneous	4,180	2,037	8,667	5,033
TOTAL REVENUES, GAINS AND OTHER SUPPORT	195,327	164,202	304,012	230,690
EXPENSES AND LOSSES				
Program services:				
Child Development	-	-	-	-
Community Services	-	-	-	-
Economic and Workforce Dev.	-	-	-	-
Energy	-	-	-	-
Hispanic-Latino Com. Services	-	-	-	-
Housing and Homeless	-	-	-	-
Nutrition and Health	-	-	-	-
Special Projects	-	-	-	-
Volunteer Services	-	-	-	-
SNHS Management Corporation	-	-	-	-
Housing Corporations	231,963	205,072	438,947	308,378
Total program services	231,963	205,072	438,947	308,378
Support services:				
Management and general	-	-	-	-
TOTAL EXPENSES AND LOSSES	231,963	205,072	438,947	308,378
CHANGE IN NET ASSETS	(36,636)	(40,870)	(134,935)	(77,688)
NET ASSETS - BEGINNING OF YEAR	6,955	5,803	(873,995)	(490,489)
NET ASSETS - END OF YEAR	\$ (29,681)	\$ (35,067)	\$ (1,008,930)	\$ (568,177)

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
 COMBINING SCHEDULE OF ACTIVITIES
 FOR THE YEAR ENDED JULY 31, 2015

	160	170	175	180
	SNHS Elderly Housing II - Roberge	SNHS Elderly Housing III	SNHS Elderly Housing II - Chasse	Rural Housing for the Elderly II - Landing I
REVENUES, GAINS AND OTHER SUPPORT				
Grant/contract revenue	\$ -	\$ -	\$ -	\$ -
Program service fees	-	-	-	-
Local funding	-	-	-	-
Rental income	334,669	381,808	318,000	288,264
Gifts and contributions	-	-	-	-
Interest Income	31	140	202	53
Unrealized gain on investments	-	-	-	-
In-kind	-	-	-	-
Miscellaneous	7,820	9,227	8,135	6,459
TOTAL REVENUES, GAINS AND OTHER SUPPORT	342,520	391,175	326,337	294,776
EXPENSES AND LOSSES				
Program services:				
Child Development	-	-	-	-
Community Services	-	-	-	-
Economic and Workforce Dev.	-	-	-	-
Energy	-	-	-	-
Hispanic-Latino Com. Services	-	-	-	-
Housing and Homeless	-	-	-	-
Nutrition and Health	-	-	-	-
Special Projects	-	-	-	-
Volunteer Services	-	-	-	-
SNHS Management Corporation	-	-	-	-
Housing Corporations	372,485	417,552	372,908	368,140
Total program services	372,485	417,552	372,908	368,140
Support services:				
Management and general	-	-	-	-
TOTAL EXPENSES AND LOSSES	372,485	417,552	372,908	368,140
CHANGE IN NET ASSETS	(29,965)	(26,377)	(46,571)	(73,364)
NET ASSETS - BEGINNING OF YEAR	(916,239)	(916,348)	(612,732)	(583,470)
NET ASSETS - END OF YEAR	\$ (946,204)	\$ (942,725)	\$ (659,303)	\$ (656,834)

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
 COMBINING SCHEDULE OF ACTIVITIES
 FOR THE YEAR ENDED JULY 31, 2015

	185	190	200	210
	SNHS Elderly Housing IV	SNHS Raymond Elderly Housing	SNHS Pittsburg Elderly Housing	SNHS North Berwick Elderly Housing
REVENUES, GAINS AND OTHER SUPPORT				
Grant/contract revenue	\$ -	\$ -	\$ -	\$ -
Program service fees	-	-	-	-
Local funding	-	-	-	-
Rental income	309,575	216,274	190,207	257,199
Gifts and contributions	-	-	-	-
Interest Income	222	40	28	80
Unrealized gain on investments	-	-	-	-
In-kind	-	-	-	-
Miscellaneous	9,206	4,051	2,045	6,306
TOTAL REVENUES, GAINS AND OTHER SUPPORT	319,003	220,365	192,280	263,585
EXPENSES AND LOSSES				
Program services:				
Child Development	-	-	-	-
Community Services	-	-	-	-
Economic and Workforce Dev.	-	-	-	-
Energy	-	-	-	-
Hispanic-Latino Com. Services	-	-	-	-
Housing and Homeless	-	-	-	-
Nutrition and Health	-	-	-	-
Special Projects	-	-	-	-
Volunteer Services	-	-	-	-
SNHS Management Corporation	-	-	-	-
Housing Corporations	440,201	246,256	218,057	264,443
Total program services	440,201	246,256	218,057	264,443
Support services:				
Management and general	-	-	-	-
TOTAL EXPENSES AND LOSSES	440,201	246,256	218,057	264,443
CHANGE IN NET ASSETS	(121,198)	(25,891)	(25,777)	(858)
NET ASSETS - BEGINNING OF YEAR	(657,979)	(491,898)	(462,407)	(467,207)
NET ASSETS - END OF YEAR	\$ (779,177)	\$ (517,789)	\$ (488,184)	\$ (468,065)

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
 COMBINING SCHEDULE OF ACTIVITIES
 FOR THE YEAR ENDED JULY 31, 2015

	220	230	235	240
	SNHS			
	Greenfield Elderly Housing	SNHS Ashland Elderly Housing	SNHS Elderly Housing VI	SNHS Elderly Housing VIII
REVENUES, GAINS AND OTHER SUPPORT				
Grant/contract revenue	\$ -	\$ -	\$ -	\$ -
Program service fees	-	-	-	-
Local funding	-	-	-	-
Rental income	225,846	207,371	153,867	152,816
Gifts and contributions	-	-	-	-
Interest Income	64	86	45	97
Unrealized gain on investments	-	-	-	-
In-kind	-	-	-	-
Miscellaneous	3,872	5,260	3,115	3,438
TOTAL REVENUES, GAINS AND OTHER SUPPORT	229,782	212,717	157,027	156,351
EXPENSES AND LOSSES				
Program services:				
Child Development	-	-	-	-
Community Services	-	-	-	-
Economic and Workforce Dev.	-	-	-	-
Energy	-	-	-	-
Hispanic-Latino Com. Services	-	-	-	-
Housing and Homeless	-	-	-	-
Nutrition and Health	-	-	-	-
Special Projects	-	-	-	-
Volunteer Services	-	-	-	-
SNHS Management Corporation	-	-	-	-
Housing Corporations	244,375	291,360	230,881	190,629
Total program services	244,375	291,360	230,881	190,629
Support services:				
Management and general	-	-	-	-
TOTAL EXPENSES AND LOSSES	244,375	291,360	230,881	190,629
CHANGE IN NET ASSETS	(14,593)	(78,643)	(73,854)	(34,278)
NET ASSETS - BEGINNING OF YEAR	(451,303)	(193,168)	(160,404)	111,977
NET ASSETS - END OF YEAR	\$ (465,896)	\$ (271,811)	\$ (234,258)	\$ 77,699

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
 COMBINING SCHEDULE OF ACTIVITIES
 FOR THE YEAR ENDED JULY 31, 2015

	245	250	255
	SNHS Elderly Housing IX	SNHS Elderly Housing X	SNHS Elderly Housing XI
REVENUES, GAINS AND OTHER SUPPORT			
Grant/contract revenue	\$ -	\$ -	\$ -
Program service fees	-	-	-
Local funding	-	-	-
Rental income	153,846	153,090	185,178
Gifts and contributions	-	-	-
Interest Income	86	72	112
Unrealized gain on investments	-	-	-
In-kind	-	-	-
Miscellaneous	2,336	1,872	3,663
TOTAL REVENUES, GAINS AND OTHER SUPPORT	156,268	155,034	188,953
EXPENSES AND LOSSES			
Program services:			
Child Development	-	-	-
Community Services	-	-	-
Economic and Workforce Dev.	-	-	-
Energy	-	-	-
Hispanic-Latino Com. Services	-	-	-
Housing and Homeless	-	-	-
Nutrition and Health	-	-	-
Special Projects	-	-	-
Volunteer Services	-	-	-
SNHS Management Corporation	-	-	-
Housing Corporations	207,164	211,835	233,618
Total program services	207,164	211,835	233,618
Support services:			
Management and general	-	-	-
TOTAL EXPENSES AND LOSSES	207,164	211,835	233,618
CHANGE IN NET ASSETS	(50,896)	(56,801)	(44,665)
NET ASSETS - BEGINNING OF YEAR	128,981	114,862	(35,813)
NET ASSETS - END OF YEAR	\$ 78,085	\$ 58,061	\$ (80,478)

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
 COMBINING SCHEDULE OF ACTIVITIES
 FOR THE YEAR ENDED JULY 31, 2015

	Sub-Total	Elimination	Totals
REVENUES, GAINS AND OTHER SUPPORT			
Grant/contract revenue	\$ 33,812,007	\$ (84,411)	\$ 33,727,596
Program service fees	1,443,721	(527,092)	916,629
Local funding	421,481	-	421,481
Rental income	7,523,426	-	7,523,426
Gifts and contributions	251,460	-	251,460
Interest Income	380,802	-	380,802
Unrealized gain on investments	24,840	-	24,840
In-kind	1,759,528	(1,759,528)	-
Miscellaneous	840,840	14,741	855,581
TOTAL REVENUES, GAINS AND OTHER SUPPORT	46,458,105	(2,356,290)	44,101,815
EXPENSES AND LOSSES			
Program services:			
Child Development	8,823,345	(1,759,528)	7,063,817
Community Services	1,373,843	-	1,373,843
Economic and Workforce Dev.	8,383,373	-	8,383,373
Energy	11,598,625	-	11,598,625
Hispanic-Latino Com. Services	397,120	-	397,120
Housing and Homeless	99,728	-	99,728
Nutrition and Health	2,383,084	-	2,383,084
Special Projects	1,210,523	(69,670)	1,140,853
Volunteer Services	128,210	-	128,210
SNHS Management Corporation	1,466,123	-	1,466,123
Housing Corporations	8,489,611	(527,092)	7,962,519
Total program services	44,353,585	(2,356,290)	41,997,295
Support services:			
Management and general	1,533,038	-	1,533,038
TOTAL EXPENSES AND LOSSES	45,886,623	(2,356,290)	43,530,333
CHANGE IN NET ASSETS	571,482	-	571,482
NET ASSETS - BEGINNING OF YEAR	5,819,251	-	5,819,251
NET ASSETS - END OF YEAR	\$ 6,390,733	\$ -	\$ 6,390,733

OUELLETTE & ASSOCIATES, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

Keith H. Allen, C.P.A., M.S.T.
Mark R. Carrier, C.P.A.
Steven R. Lamontagne, C.P.A.

George A. Roberge, C.P.A.
Gary A. Wigant, C.P.A.
C. Joseph Wolverton, C.P.A., C.V.A.

INDEPENDENT ACCOUNTANT'S COMPILATION REPORT

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

We have compiled the accompanying schedules of revenues and expenses – by contract of Southern New Hampshire Services, Inc. as of July 31, 2015. We have not audited or reviewed the accompanying schedules of revenues and expenses – by contract and, accordingly, do not express an opinion or provide any assurance about whether the schedules of revenues and expenses – by contract are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the schedules of revenues and expenses – by contract in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the schedules of revenues and expenses – by contract.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of schedules of revenues and expenses – by contract without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the schedules of revenues and expenses – by contract.

Ouellette & Associates, P.A.
Certified Public Accountants

April 13, 2016
Lewiston, Maine

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT
FOR THE YEAR ENDED JULY 31, 2015

State of NH Governor's Office of Energy & Community Services
Headstart Program
For the Period
August 1, 2014 to July 31, 2015
Fund # 305

REVENUES

Program funding	\$ 4,373,965
Other revenue	18,034
In-kind	1,425,690
Allocated corporate unrestricted revenue	3,944
Total revenue	5,821,633

EXPENSES

Payroll	2,366,244
Payroll taxes	250,379
Fringe benefits	571,361
Workers comp. insurance	16,485
Retirement benefits	131,719
Consultant and contractual	17,440
Travel and transportation	55,752
Conference and meetings	1,231
Occupancy	296,715
Advertising	1,017
Supplies	195,328
Equip. rentals and maintenance	13,931
Insurance	11,128
Telephone	34,983
Postage	1,782
Printing and publications	4,653
Subscriptions	38
Depreciation	8,293
Assistance to clients	12,124
Other direct expense	57,939
Miscellaneous	12,648
In-kind	1,425,690
Administrative costs	334,753
Total expenses	5,821,633

Excess of expenses over revenue	\$ -
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See independent accountant's compilation report.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT
FOR THE YEAR ENDED JULY 31, 2015

State of NH Governor's Office of Energy & Community Services
LIHEAP Program
For the Period
October 1, 2014 to July 31, 2015
Fund # 630-15

REVENUES

Program funding	\$ 8,927,809
Other revenue	40
Allocated corporate unrestricted revenue	4,570
Total revenue	<u>8,932,419</u>

EXPENSES

Payroll	394,327
Payroll taxes	42,881
Fringe benefits	93,513
Workers comp. insurance	1,162
Retirement benefits	23,030
Consultant and contractual	25,461
Travel and transportation	3,606
Conference and meetings	2,914
Occupancy	44,628
Advertising	300
Supplies	18,920
Equip. rentals and maintenance	3,928
Insurance	809
Telephone	13,862
Postage	20,378
Subscriptions	29
Depreciation	5,115
Assistance to clients	8,183,291
Other direct expense	282
Miscellaneous	362
Administrative costs	53,621
Total expenses	<u>8,932,419</u>

Excess of expenses over revenue	<u><u>\$ -</u></u>
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See independent accountant's compilation report.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
 SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT
 FOR THE YEAR ENDED JULY 31, 2015

State of NH Governor's Office of Energy & Community Services
 LIHEAP Program
 For the Period
 August 1, 2014 to September 30, 2014
 Fund # 630-14

REVENUES

Program funding	\$	187,006
Allocated corporate unrestricted revenue		539
Total revenue		187,545

EXPENSES

Payroll		108,011
Payroll taxes		9,818
Fringe benefits		22,837
Workers comp. insurance		284
Retirement benefits		5,746
Consultant and contractual		1,566
Travel and transportation		2,797
Occupancy		5,746
Advertising		35
Supplies		9,186
Insurance		555
Telephone		2,687
Postage		1,467
Other direct expense		2,393
Miscellaneous		171
Administrative costs		14,246
Total expenses		187,545

Excess of expenses over revenue	\$	-
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See independent accountant's compilation report.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT
FOR THE YEAR ENDED JULY 31, 2015

State of NH Governor's Office of Energy & Community Services
Early Headstart Program
For the Period
August 1, 2014 to July 31, 2015
Fund # 300

REVENUES

Program funding	\$ 1,300,550
Other revenue	5,352
In-kind	321,844
Allocated corporate unrestricted revenue	3,036
Total revenue	<u>1,630,782</u>

EXPENSES

Payroll	667,890
Payroll taxes	66,970
Fringe benefits	134,126
Workers comp. insurance	4,668
Retirement benefits	40,686
Consultant and contractual	2,660
Travel and transportation	8,466
Occupancy	130,652
Advertising	367
Supplies	48,343
Equip. rentals and maintenance	630
Insurance	2,574
Telephone	20,847
Postage	99
Printing and publications	1,376
Interest	13,734
Depreciation	25,036
Other direct expense	35,139
Miscellaneous	6,437
In-kind	321,844
Administrative costs	98,238
Total expenses	<u>1,630,782</u>

Excess of expenses over revenue \$ -

See independent accountant's compilation report.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT
FOR THE YEAR ENDED JULY 31, 2015

Electric Energy Assistance

For the Period

August 1, 2014 to July 31, 2015

Fund # 665

REVENUES

Other revenue	\$ 776,676
Total revenue	<u>776,676</u>

EXPENSES

Payroll	439,882
Payroll taxes	45,993
Fringe benefits	74,539
Workers comp. insurance	1,200
Retirement benefits	25,462
Consultant and contractual	22,418
Travel and transportation	3,336
Occupancy	50,342
Supplies	21,490
Equip. rentals and maintenance	3,928
Insurance	675
Telephone	15,926
Postage	12,942
Subscriptions	29
Other direct expense	282
Miscellaneous	312
Administrative costs	57,920
Total expenses	<u>776,676</u>

Excess of expenses over revenue	<u><u>\$ -</u></u>
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See independent accountant's compilation report.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

PO Box 5040, Manchester, NH 03108 - (603)668-8010

The Community Action Agency for Hillsborough and Rockingham Counties

BOARD OF DIRECTORS ~ as of November 4, 2016

Public Sector	Private Sector	Low-Income Sector	HS Policy Council
<u>Representing Manchester</u> Lou D'Allesandro German J. Ortiz	<u>Representing Manchester</u>	<u>Representing Manchester</u> James Brown 9/15-9/18 Orville Kerr, Secretary Term 9/15-9/18	Danielle Conroy Term Expires 2018
<u>Representing Nashua</u> Kevin Moriarty	<u>Representing Nashua</u> Dolores Bellavance, Vice-Chairman Term: 9/15-9/18 Wayne R. Johnson Term: 9/15-9/18	<u>Representing Nashua</u> Bonnie Henault Term: 9/14-9/17 Shirley Pelletier Term: 9/14-9/17	
<u>Representing Towns</u> Thomas Mullins	<u>Representing Towns</u> Richard Delay, Sr., Chairman Term: 9/15-9/18	<u>Representing Towns</u> Deirdre O'Malley Term: 9/16-9/19	
<u>Representing Rockingham County</u> Jill Jamro, Treasurer	<u>Representing Rockingham County</u> Carrie Marshall Gross Term: 12/14-9/17	<u>Representing Rockingham County</u>	

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Southern New Hampshire Services

Name of Program: Child Care Resource and Referral Services

Donnalee Lozeau	Executive Director	\$150,004	0.00%
Deborah Gosselin	Chief Operating Officer	\$45,362	0.00%
Michael O'Shea	Chief Financial Officer	\$84,357	0.00%
Jeanne Agri	Education/Nutrition Operations Dir.	\$86,869	0.00%
		\$0	0.00%
		\$0	0.00%
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			

DONNALEE LOZEAU

Community/Civic Involvement- Current

- Governor's Judicial Selection Commission
- Governor's Transportation Committee
- Reaching Higher for Education NH
- NH Center for Public Policies Studies
- American Council of Young Political Leaders, Alumni Member
- Mary's House Advisory Board
- The Plus Company
- No Labels
- Fix the debt

Community/Civic Involvement- Past

- Mayor's Task Force on Youth, Co-Chair
- Big Brothers Big Sisters Board of Directors, Immediate Past President, current Big Sister
- Manchester Community Resource Center, Board of Directors
- Greater Nashua Dental Connection Board of Directors, Founding Member
- Health Care Fund Community Grant Program Advisory Council
- Nashua Youth Council Board of Directors
- Great American Downtown Servicelink Board of Directors
- NH Energy and Climate Collaborative
- Health Care District Council V
- Task Force for the Renewal of Judicial Conduct Procedures
- Domestic Violence Coordinating Council Nashua
- Discipline Review Committee Nashua School District
- Nashua Community College Advisory Board
- Nashua Airport Authority, Commissioner
- US Conference of Mayors
- Nashua Legislative Delegation, Chair and Vice Chair

EXPERIENCE

Southern New Hampshire Services, Inc. **Manchester, NH**
(January 2016-Present)

Executive Director/CEO

- Agency development and oversight

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

Mayor

- Overall day to day management of city operations
- Annual budget development and oversight
- Chair of Board of Public Works
- Chair of Finance Committee

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

Director of Program and Community Development

- Assessed the need for services throughout Hillsborough County through community outreach
- Developed 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.
- Developed 219 units of Elderly Housing
- Founded Mary's House 40 units of housing for homeless women
- Pioneered initiatives for the Community Corrections and Academy Programs
- Expanded Head Start Services
- Secured Property and developed sites for two outreach office locations and four housing developments
- Developed the program and secured the site for our Economic Opportunity Center

City Streets Restaurant, (1986-1991) **Nashua, NH**
City Streets Diner, (2000 – 2003) **Nashua, NH**

Co-Owner/Operator

- Operated 450 seat restaurant and banquet facility and effectively managed financial accounts
- Responsible for oversight of the day to day operations and restaurant management to include hiring and firing of employees, employee performance evaluations and scheduling of staff
- Manage Accounts Payable and Accounts Receivable, purchasing, auditing, deposit, and check processing functions for the restaurant
- Responsible for compliance with local, state and federal requirements as related to; licenses, taxes, fees and staff

Past Community/Civic Involvement Continued

- American Legion Granite Girls State (student advisor)
- Nashua Senior High School Senate- Community Advisor
- East Hollis Street Master Plan-Steering Committee
- New Hampshire Criminal Justice Resource Center, Director
- Greater Nashua Chamber of Commerce, Director
- Greater Nashua Workforce Housing Coalition, Founding Member
- Reclaiming Futures, local asset building development collaborative, founding member
- Mayor's Task Force on Housing, Chair
- Greater Nashua Asset Building Coalition, Founding Member
- Greater Nashua Healthy Community Collaborative, Member
- New Futures, Adolescent Treatment Collaborative, Member
- NH Workforce Housing Council, Member
- Continuum Care for the Homeless, Member
- United Way Community Needs Assessment Committee, Member
- New Hampshire Charitable Foundation State Board, Member

ELECTED OFFICE

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

Deputy Speaker of the NH House of Representatives
(1995 – 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;
- Presided over House sessions and coordinated Committees of Conference
- House Staff and Security oversight
- 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
- Chair, New member Orientation
- House Corrections and Criminal Justice Committee, Vice Chairman
- House Judiciary Committee
- Criminal Justice Sub-Committee, Chairman
- Member 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, member
 - Chairman Subcommittee on Offenders,
 - Space and Prison Programming
 - Co-Chair Juveniles subcommittee
- National Conference of State Legislatures Law and Justice Vice Chair
- Council of State Governments Intergovernmental Affairs, Corrections and Public Safety

EDUCATION & TRAINING

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

DEBORAH A GOSSELIN

EXPERIENCE

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

Chief Operating Officer (1997 – Present)

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

Head Start/Child Development Director (1994 – 1997)

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

Family Services Director (1982 – 1994)

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

Field Coordinator (1980 – 1983)

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

Community Liaison (1979 – 1983)

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

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

Nashua and Manchester, NH

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

EDUCATION & TRAINING

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

COMMUNITY INVOLVEMENT / RECOGNITIONS

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

COMMUNITY INVOLVEMENT PAST

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

MICHAEL O'SHEA

EXPERIENCE

- 1976 - Present **Southern New Hampshire Services, Inc.**
Community Action Agency for Hillsborough County, N H
Fiscal Officer / Deputy Director
Responsible for overseeing all organization fiscal operations, including general ledgers, budget preparation, purchasing, insuring fiscal accountability, monitoring cash management systems, contracting independent annual audits, and insuring acceptable accounting standards and procedures. Responsible for maintaining fiscal and accounting practices in accordance with funding source requirements and policies of the SNHS Board of Directors.
- 1973 - 1976 **Accountant**
Assistant to comptroller in all agency accounting functions. Programs included: CETA - Department of Labor; Elderly Nutrition - State Council on Aging; Head Start - Dept. of Health, Education and Welfare; Administration, Office of Economic Opportunity; and various other Federal and State grants.

Major responsibilities included reporting to management as well as the various Government agencies on all fiscal affairs. Duties included monthly financial reports, budgets, general ledger, accounts payable, receivable, and payroll.
- 1973 - 1974 **Social Worker**
Helped with running of food co-op. Distributed surplus foods. Certified needy people for fuel loans. Placed high scholars in jobs through Rent-A-Kid.
- 1969 - 1973 **Jordan Marsh, Portland, Maine**
Shuttle driver responsible for passengers and mail from Portland to Boston and return. Stock boy.

EDUCATION

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

JEANNE AGRI

OBJECTIVE: To Acquire as Administrative position within the field of Early Childhood Education.

SUMMARY OF QUALIFICATIONS

Offer Bachelor Degree Elementary Education with a concentration in Early Childhood Enhanced by fifteen years of teaching in the field.

Self-starter with strong planning, controlling, organizing and leadership skills.

Articulate and effective educator dedicated to further high educational standards in Education.

Consistently maintain excellent relations with students, parents, faculty and administrators. Works well as part of a team or independently.

EMPLOYMENT

2001

To Present SOUTHERN NEW HAMPSHIRE SERVICES, INC., Manchester, NH
Director of Child Development Programs

Management of all Hillsborough County Head Start and Early Head Start Programming and SNHS-sponsored Child Care facilities. Responsibilities include all aspects of program management for compliance with federal and state regulations, staff supervision, resource development, financial management and community net-working.

1999 - 2001 SOUTHERN NEW HAMPSHIRE SERVICES, INC., Manchester, NH
Child Development Programs, Quality Assurance Director/Co-Director

Overall monitoring for quality assurance of all Child Care programs including program plans, curriculum, and staff development. Assisted Director of Child Development Programs with all aspects of program management, supervision, and fiscal accountability.

1997 - 1999 SOUTHERN NEW HAMPSHIRE SERVICES, INC., Manchester, NH
Area Manager/Education Manager

Supervision of various Child Care sites including direct supervision of Center Directors/Site Managers relevant to day-to-day operations, fiscal management, staffing and related quality assurance issues. Additional duties included implementation and monitoring of assigned educational curriculum activities for all SNHS Child Development programming.

1995 - 1997 SOUTHERN NEW HAMPSHIRE SERVICES, INC., Manchester, NH
Child Care Center Director/Site Manager

Management of day-to-day operations, including staff supervision and quality assurance of all Center Child Care activities.

1995 - 1997 NEW HAMPSHIRE TECHNICAL COLLEGE, Nashua, NH
Instructor

Child Growth & Development;
Curriculum Development for Early Childhood Education

Jeanne Agri
Page 2

1990 - 1994 JP KIDS & COMPANY, Windham, NH
Designed and implemented the kindergarten curriculum. Designed student evaluation forms for threes, fours and fives. Conducted student evaluations and parent conferences.

Supervised and evaluated student interns from Hesser and Castle College. Taught morning kindergarten program. Planned and implemented an inclusion program for children with mild to severe special needs.

- 1984 - 1987** **EARLY YEARS KINDERGARTEN, Windham, NH**
Kindergarten Teacher
Taught morning kindergarten program. Set up materials and planned activities for the after-school Child Care program.
- 1984 - 1985** **PIXIE PRE-SCHOOL, Londonderry, NH**
Teacher
Team-taught morning three and four year old nursery programs. Active involvement with children, individually and in small groups. Evaluated daily activities and each child's progress.
- 1983 - 1984** **NASHUA KINDA CASTLE, Nashua, NH**
Pre-school Teacher
Taught morning four-year-old program. Prepared lunches for children. Supervised after school program.
- 1980 - 1983** **FLEET BANK, Derry, NH**
Teller

EDUCATION

Notre Dame College, Manchester, NH – 1981
B. A. Elementary Education, Early Childhood Concentration
N.H. Certified grades kindergarten - sixth

PROFESSIONAL AND PERSONAL DEVELOPMENT EXPERIENCES

Explorations in Science
Alphabets and Calendars: Are They Developmentally Appropriate?
Supervision of Student Teachers and Classroom Assistants
Teaching Nature to Young Children
Touch and Tell Science Activities For Young Children
Movement Across the Curriculum: An Integrated Approach to Moving and Learning
Developmental Observation and Assessment of Children from the ages three and half to seven
Extended New Hampshire School Readiness Workshop
Adjustment Issues of Children with Special Needs
Social, Emotional and Behavioral Development During the Preschool Years/SERESC
Whole Language in Early Childhood Education
Stress Reduction for Young Children
Redirecting Behavior and Enhancing Self-Esteem
Exploring Children's Art: A Developmental Perspective
Curriculum Activities for Early Childhood Classrooms

REFERENCES

Furnished upon request



Jeffrey A. Meyers
Commissioner

Lorraine Bartlett
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
DIVISION FOR CHILDREN, YOUTH & FAMILIES

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4451 1-800-852-3345 Ext. 4451
FAX: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 13, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to amend an existing agreement with Southern New Hampshire Services, Inc. (Vendor #91891), 40 Pine Street, Manchester, NH 03103, for the provision of statewide Child Care Resource and Referral services by adjusting the staffing terms of the contract in order to meet program specific needs, with no change to the price limitation or the contract end date of June 30, 2017. Governor and Executive Council approved the original contract on May 27, 2015 (Item #21) and a subsequent amendment on May 4, 2016 (Item #5A). This is a zero cost amendment. 100% Federal Funds

Funds to support this request are available in the following account in State Fiscal Year 2016 and State Fiscal Year 2017 upon the availability and continued appropriation of funds in the future operating budgets, with the authority to adjust encumbrances between state fiscal years, if needed and justified, without further approval of the Governor and Executive Council.

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

Fiscal year	Class/Object	Class Title	Activity Code	Amount
2016	102-500731	Contracts for Program Services	42117709	\$990,000
2017	102-500731	Contracts for Program Services	42117709	\$990,000
			Total	\$1,980,000

EXPLANATION

The purpose of this amendment is to adjust staffing requirements in order to meet program specific needs. The amendment changes staff work locations and the status of part-time employees from full-time to part-time employees more accurately reflecting the program service needs. The original projections for staffing did not align with programmatic needs.

The Contractor's process to find qualified staff resulted in the need to adjust program operations. Office locations have varied due to the hiring of in-house candidates. A temporary part-time staff member has been hired to fill the Training and TA Specialist position and is located in Nashua. The Infant and Toddler Specialist is currently based out of the vendor main office in Nashua as opposed to Concord as stated in the contract. Due to the limited requests for bilingual services, a part-time position rather than a full-time is adequate to meet program needs. Finally, office locations have been adjusted to account for geographical and regional needs for more flexibility in staffing low referral/clientele areas such as the Western Regional Outreach Office which covers the Keene/Claremont regions.

5B mac

The Child Care Resource and Referral program is statewide and assists families in securing high quality child care for their children; referring families to community supports, as needed; and assisting child care programs to improve program quality through a centralized network of services. Child Care Aware of New Hampshire, a Child Care Resource and Referral Program of Southern New Hampshire Services, provides a variety of information and resources to families which include an online provider search, links to a variety of family and community resources, as well as information regarding financial assistance. Child care providers are linked to professional resources, technical assistance and training which improves program quality.

The Division for Children, Youth and Families Child Development Bureau administers funds available through the Federal Office of Child Care Child Care and Development Fund. These funds support eligible low-income families by providing child care financial assistance and by supporting a variety of activities that assist them in securing high quality child care. These federal funds also support continuous quality improvement of early childhood and child care programs through a variety of trainings which include Child Care Basics, health & safety trainings, leadership development and other topics recommended by the CDB, Child Care Licensing or as requested by child care providers. Targeted technical assistance regarding Emergency Preparedness, Credentialing, and NH Early Learning Guidelines/Standards is also provided, which result in positive outcomes for children.

The ability to consistently collect, utilize and report accurate data is necessary to meet the requirements of the Federal Office of Child Care and the recently reauthorized Child Care and Development Block Grant. This is accomplished through this contract by use of the Child Care Aware® of America Data Suite.

This contract was competitively bid.

The original contract includes the option for the Department to renew the contract for up to three (3) periods of two (2) years each, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council. However, the Department is not requesting a renewal of contracted services through this amendment.

Should the Governor and Executive Council not approve this request Child Care Resource and Referral services may not be available to families and child care programs, which could result in lack of alignment in child care practices and/or services including failure to increase access to high quality child care for low-income families. This would also result in the Department being out of compliance with the Child Care and Development Fund Federal Plan and the new requirements of the Child Care and Development Block Grant Act, signed into law on November 19, 2014.

Source of Funds: 100% Federal Funds from the Catalog of Federal Domestic Assistance (CFDA) # 93.575, Federal Agency Department of Health and Human Services, Administration for Children and Families, Child Care and Development Block Grant

Area Services: Statewide

In the event that federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Marilee Nihan
Deputy Commissioner

Approved by:



Jeffrey A. Meyers

**New Hampshire Department of Health and Human Services
Child Care Resource and Referral Services**



**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Child Care Resource and Referral Services Contract**

This second (2nd) Amendment to the Child Care Resource and Referral Services contract (hereinafter referred to as "Amendment #2") dated this 16th day of June, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southern New Hampshire Services, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 40 Pine Street, Manchester, New Hampshire.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 27, 2015 (Item #21) and amended on May 4, 2016 (item #5A), 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, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 this agreement may be amended only by an instrument in writing signed by the parties hereto and only after approval of such amendment by the Governor and Executive Council of the State of New Hampshire; and

WHEREAS the State and the Contractor have agreed to amend the Scope of Work of the contract; 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 as follows:

To amend as follows:

1. Delete Exhibit A, Section 4 Staffing, Paragraph 4.1 and replace with the following:
 - 4.1 The Contractor shall employ a minimum of fourteen employees to manage and implement the required scope of services listed above. All training and TA Team staff will meet the qualification of the NH Early Childhood Professional Development System on the Master Professional level and an emphasis will be placed on obtaining and/or being qualified for an Infant/Toddler Endorsement. Staff members shall include, but not be limited to:
2. Delete Exhibit A, Section 4 Staffing, Paragraph 4.1, Subparagraph 4.1.1 and replace with the following:
 - 4.1.1 Program Manager:
3. Delete Exhibit A, Section 4 Staffing, Paragraph 4.1, Subparagraph 4.1.2 and replace with the following:
 - 4.1.2 Lead Outreach Specialist:
4. Delete Exhibit A, Section 4 Staffing, Paragraph 4.1, Subparagraph 4.1.3 and replace with the following:
 - 4.1.3 Four (4) Outreach Specialists
5. Delete Exhibit A, Section 4 Staffing, Paragraph 4.1, Subparagraph 4.1.3 and replace with the following:



**New Hampshire Department of Health and Human Services
Child Care Resource and Referral Services**

- 4.1.4 Professional Development Support Coordinator;
- 6. Delete Exhibit A, Section 4 Staffing, Paragraph 4.1, Subparagraph 4.1.5 and replace with the following:
 - 4.1.5 Training and Marketing Specialist;
- 7. Delete Exhibit A, Section 4 Staffing, Paragraph 4.1, Subparagraph 4.1.6 and replace with the following:
 - 4.1.6 Bilingual Support Specialist;
- 8. Delete Exhibit A, Section 4 Staffing, Paragraph 4.1, Subparagraph 4.1.7 and replace with the following:
 - 4.1.7 Four (4) Training and Technical Assistance Specialists for the provision of TA to child care programs.
- 9. Delete Exhibit A, Section 4 Staffing, Paragraph 4.1, Subparagraph 4.1.8 and replace with the following:
 - 4.1.8 Infant and Toddler Specialist;

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties there under, shall remain in full force and effect in accordance with the terms and conditions set forth herein.



**New Hampshire Department of Health and Human Services
Child Care Resource and Referral Services**

This amendment shall be effective upon the date of Governor and Executive 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

6/22/16
Date

Marilee Nihan
Marilee Nihan
Deputy Commissioner

Southern New Hampshire Services, Inc.

June 8, 2016
Date

Donnalge Lozeau
Name/Title Donnalge Lozeau
Executive Director

Acknowledgement:

State of New Hampshire, County of Hillsborough on June 8, 2016, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Debra Stohrer
Debra Stohrer Exec. Asst.
Name and Title of Notary or Justice of the Peace

DEBRA D. STOHRER
Notary Public - New Hampshire
My Commission Expires November 18, 2020

**New Hampshire Department of Health and Human Services
Child Care Resource and Referral Services**



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

OFFICE OF THE ATTORNEY GENERAL

7/8/14
Date

[Signature]
Name: Megan A. Yopy
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:

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mac



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
DIVISION FOR CHILDREN, YOUTH & FAMILIES

Jeffrey A. Meyers
Commissioner

Lorraine Bartlett
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4461 1-800-852-3345 Ext. 4461
FAX: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

March 17, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to amend an existing agreement with Southern New Hampshire Services, Inc. (Vendor # 91891), 40 Pine Street, Manchester NH 03103, for the provision of statewide Child Care Resource and Referral services by adjusting certain budget line items for State Fiscal Year 2016 in order to meet specific needs, with no change to the price limitation or the contract end date of June 30, 2017. Governor and Executive Council approved the original contract on May 27, 2015 (Item #21). This is a zero cost amendment.

Funds to support this request are available in the following account in State Fiscal Years 2016 and 2017 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust encumbrances between State Fiscal Years, if needed and justified, without further approval of the Governor and Executive Council.

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

Fiscal year	Class/Object	Class Title	Activity Code	Amount
2016	102-500731	Contracts for Program Services	42117709	\$990,000
2017	102-500731	Contracts for Program Services	42117709	\$990,000
			Total	\$1,980,000

EXPLANATION

The purpose of this request is to allow the vendor to adjust budget line items in order to meet contract requirements. The original budget was constructed conservatively for the potential of being fully staffed upon the contract effective date. The vendor's hiring process to find qualified staff resulted in the vendor's need to adjust program operations. The change in operations has resulted in a request from the vendor to adjust several of the budget line items in order to properly meet contract requirements.

Salaries and benefits will be decreased by \$79,345 due to unexpected staffing changes. The budget was designed with the expectation of being fully staffed. However, it is taking longer than expected to fill vacant positions. Occupancy will be decreased by \$1,186 as it took three months to identify and occupy all regional office spaces. Purchase and depreciation will increase by \$11,600 since desktop computers will be replaced with the purchase of eight Wi-Fi capable tablets which will provide timely services in all regions. Travel costs have increased by \$10,000 due to the staff providing services in areas that were not yet staffed. Telephone will increase by \$3,800 due to the need to purchase "hot spots" which will allow them to access information and resources in order to enhance the delivery of services provided in areas with poor Wi-Fi signal. Liability Insurance has increased by \$1,186, the actual cost was higher than anticipated. Software will increase by \$23,000 through the purchase custom enhancements to the NH Professional Registry which will streamline tasks and will allow staff to provide more direct services. Marketing will increase by \$4,000 to support the cost of preprinted referral packets and marketing materials which will free up staff and lower the cost of printing supplies. Indirect costs will increase by \$14,945 since the rate is negotiated annually at a rate of less than 10.1% for expenses occurring during the contract period.

The Child Care Resource and Referral program is statewide and assists families in securing high quality child care for their children; referring families to community supports, as needed; and assisting child care programs to improve program quality through a web-based network of services. ChildCare Aware of New Hampshire provides a variety of information and resources to families which include an online provider search, links to a variety of family and community resources, as well as information regarding financial assistance. Child care service providers are linked to professional resources, technical assistance and the training academy which improves program quality.

The Division for Children, Youth and Families Child Development Bureau administers funds available through the Federal Office of Child Care Child Care and Development Fund. These funds support eligible low-income families by providing child care financial assistance and by supporting a variety of activities that assist them in securing high quality child care. These federal funds also support continuous quality improvement of early childhood and child care programs through a variety of trainings which include Child Care Licensing Orientation, Medication administration and On-line Early Childhood Education courses. Targeted technical assistance regarding Emergency Preparedness, Credentialing, and NH Early Learning Guidelines/Standards is also provided, which result in positive outcomes for children.

The ability to consistently collect, utilize and report accurate data is necessary to meet the requirements of the Federal Office of Child Care and the recently reauthorized Child Care and Development Block Grant. This is accomplished through this contract by use of the Child Care Aware® of America data suite.

This contract was competitively bid.

The attached contract includes the option for the Department to renew the contract for up to three (3) periods of two (2) years each, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

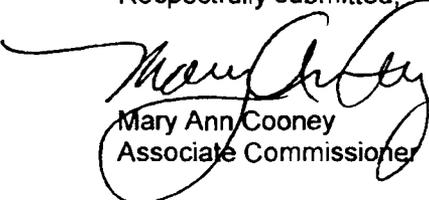
Should the Governor and Executive Council not approve this request Child Care Resource and Referral services will not be available to families and child care programs, which could result in lack of alignment in child care practices and/or services including failure to increase access to high quality child care for low-income families. This would also result in DCYF being out of compliance with the Child Care and Development Fund Federal Plan and the new requirements of the Child Care and Development Block Grant Act, signed into law on November 19, 2014.

Source of Funds: 100% Federal Funds from the Catalog of Federal Domestic Assistance (CFDA) # 93.575, Federal Agency Department of Health and Human Services, Administration for Children and Families, Child Care and Development Block Grant

Area Services: Statewide

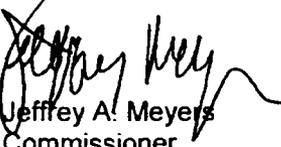
In the event that federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by:



Jeffrey A. Meyers
Commissioner



**New Hampshire Department of Health and Human Services
Child Care Resource and Referral Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Child Care Resource and Referral Services Contract**

This first (1st) Amendment to the Child Care Resource and Referral Services contract (hereinafter referred to as "Amendment #1") dated this 16th day of February, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southern New Hampshire Services, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 40 Pine Street, Manchester, New Hampshire.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 27, 2015 (Item #21), 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, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 this agreement may be amended only by an instrument in writing signed by the parties hereto and only after approval of such amendment by the Governor and Executive Council of the State of New Hampshire; and

WHEREAS the State and the Contractor have agreed to amend Exhibit B and Exhibit B-1, Budget Period 7/1/2015 – 6/30/2016 of the contract; 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 as follows:

To amend as follows:

1. Replace Exhibit B-1, Budget Period 7/1/2015 – 6/30/2016 with:
Exhibit B-1, Amendment #1
2. Exhibit B, Method and Conditions Precedent to Payment, Paragraph 2.2 to read:
 - 2.2. Expenditures shall be in accordance with the approved line item budgets shown in Exhibit B-1, Amendment #1 and Exhibit B-1, Budget Period: July 1, 2016-June 30, 2017.
3. Exhibit B, Method and Conditions Precedent to Payment, add:
 7. Notwithstanding paragraph 18 of the P-37, an amendment limited to the adjustment of amounts between budget line items and/or State Fiscal Years, related items, and amendment of related budget exhibits, can be made by written agreement of both parties and does not require additional approval of the Governor and Executive Council.

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties there under, shall remain in full force and effect in accordance with the terms and conditions set forth herein.



**New Hampshire Department of Health and Human Services
Child Care Resource and Referral Services**

This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

3/22/16
Date

Mary Ann Cooney
Mary Ann Cooney
Associate Commissioner

February 18, 2016
Date

Southern New Hampshire Services, Inc.
Janet L. Bean
Name/Title Executive Director

Acknowledgement:

State of New Hampshire, County of Hillsborough on February 18, 2016 before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Debra D. Stohrer
Name and Title of Notary or Justice of the Peace

DEBRA D. STOHRER
Notary Public - New Hampshire
My Commission Expires November 18, 2020

**New Hampshire Department of Health and Human Services
Child Care Resource and Referral Services**



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

OFFICE OF THE ATTORNEY GENERAL

Date 4/12/16

Name:
Title: Megan A. York
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 B-1, Amendment #1
Budget Form

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Southern New Hampshire Services
Budget Request for: Statewide Child Care Resource and Referral Services
(Name of RFP)
Budget Period: July 1, 2016 - June 30, 2016

Line Item	Description	Quantity	Unit Price	Total Price	Other Price	Total Price	Other Price	Total Price	Other Price	Total Price
1	Total Salaries/Wages	491,068.32	\$	491,068.32	\$	4,443.92	\$	495,512.24	\$	499,956.16
2	Employee Benefits	144,831.96	\$	144,831.96	\$	1,333.19	\$	146,165.15	\$	147,508.18
3	Consultants	51,500.00	\$	51,500.00	\$	11,500.00	\$	63,000.00	\$	63,000.00
4	Equipment		\$		\$		\$		\$	
5	Rental		\$		\$		\$		\$	
6	Repair and Maintenance		\$		\$		\$		\$	
7	Furniture/Depreciation	41,600.00	\$	41,600.00	\$		\$	41,600.00	\$	41,600.00
8	Educational		\$		\$		\$		\$	
9	Pharmacies		\$		\$		\$		\$	
10	Medical		\$		\$		\$		\$	
11	Lab		\$		\$		\$		\$	
12	Office		\$		\$		\$		\$	
13	Travel	21,432.42	\$	21,432.42	\$	3,000.00	\$	24,432.42	\$	18,432.42
14	Occupancy	30,000.00	\$	30,000.00	\$		\$	30,000.00	\$	30,000.00
15	Current Expenses	22,314.00	\$	22,314.00	\$		\$	22,314.00	\$	22,314.00
16	Telephone	16,530.00	\$	16,530.00	\$		\$	16,530.00	\$	16,530.00
17	Postage	4,000.00	\$	4,000.00	\$		\$	4,000.00	\$	4,000.00
18	Subscriptions	3,500.00	\$	3,500.00	\$		\$	3,500.00	\$	3,500.00
19	Audit and Legal		\$		\$		\$		\$	
20	Insurance	1,686.00	\$	1,686.00	\$		\$	1,686.00	\$	1,686.00
21	Board Expenses		\$		\$		\$		\$	
22	Software	47,000.00	\$	47,000.00	\$		\$	47,000.00	\$	47,000.00
23	Marketing/Communications	9,000.00	\$	9,000.00	\$		\$	9,000.00	\$	9,000.00
24	Staff Education and Training	39,000.00	\$	39,000.00	\$	4,000.00	\$	43,000.00	\$	35,000.00
25	Subcontracted Services		\$		\$		\$		\$	
26	Other (Specify details mandatory) Indirect Costs		\$		\$		\$		\$	
27	TOTAL	923,460.10	\$	923,460.10	\$	24,277.10	\$	947,737.20	\$	947,737.20
	Indirect As A Percent of Direct		\$		\$		\$		\$	

Contractor Initials: *DC*
Date: *FEBRUARY 18 2016*



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
DIVISION FOR CHILDREN, YOUTH & FAMILIES

Nicholas A. Toumpas
Commissioner

Lorraine Bartlett
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4451 1-800-852-3345 Ext. 4451
FAX: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 17, 2015

G&C Approved

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 03301

Date 5/27/15
Item # 21

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to enter into an agreement with Southern New Hampshire Services, Inc. (Vendor # 91891) for the provision of statewide Child Care Resource and Referral services in an amount not to exceed \$1,980,000, effective July 1, 2015, or date of Governor and Executive Council approval, whichever is later, through June 30, 2017. 100 % Federal Funds

Funds to support this request are anticipated to be available in the following account in State Fiscal Years 2016 and 2017 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust encumbrances between State Fiscal Years, if needed and justified, without further approval of the Governor and Executive Council.

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

Fiscal year	Class/Object	Class Title	Activity Number	Amount
2016	102-500731	Contracts for Program Services	42117709	\$990,000
2017	102-500731	Contracts for Program Services	42117709	\$990,000
			Total	\$1,980,000

EXPLANATION

The purpose of this request is for the provision of a statewide Child Care Resource and Referral program that will: assist families in securing high quality child care for their children; refer families to community supports, as needed; and assist child care programs to improve program quality by providing a centralized network of services for families in need of child care and community services, and for child care service providers.

The Division for Children, Youth and Families Child Development Bureau administers funds available through the Federal Office of Child Care Child Care and Development Fund. These funds support eligible low-income families by providing child care financial assistance and by supporting a variety of activities that assist them in securing high quality child care. These federal funds also support continuous quality improvement of early childhood and child care programs through the provision of training and targeted technical assistance to program staff, which results in positive outcomes for children.

The Contractor will ensure that high quality, culturally competent Child Care Resource and Referral services are known and accessible to the widest possible number of families, providers, businesses and community members statewide. The Contractor will ensure consistency in data collection and reporting of services in the National Association of Child Care Resource and Referral Agencies (now known as Child Care Aware® of America) Data Suite. This statewide database, gives families the opportunity to be supported by Child Care Resource and Referral staff immediately upon contact, via telephone, in-person, or online.

The Contractor will coordinate, market, and provide training opportunities for child care program staff, set up of training sites and coordinate participant registration, trainee data and training materials, and the credentialing of participants.

The Contractor will provide technical assistance to child care providers to improve quality and increase access of high quality child care to families. Technical assistance activities include but are not limited to: assisting with credentialing of the child care workforce through the NH Early Childhood Professional Development System; providing training and technical assistance in business management practices for child care programs; and providing technical assistance to child care programs to support them to implement the Strengthening Families approach.

The Contractor will also assist child care programs with completing a written emergency preparedness plan based on the Incident Command System and with creating individual professional development plans designed to increase teacher competency, especially in the realm of the NH Early Learning Standards.

The ability to consistently collect, utilize and report accurate data is necessary to meet the requirements of the Federal Office of Child Care and the recently reauthorized Child Care Development Block Grant. This is accomplished through this contract by use of the Child Care Aware® of America database.

This contract was competitively bid. The Department published a Request for Proposals on December 1, 2014 to solicit proposals from vendors for the provision of statewide Child Care Resource and Referral services under one contract. The Request for Proposals was published on the Department's website with a closing date of January 16, 2015. The Department received three (3) proposals, which were evaluated by managers and program specialists. Southern New Hampshire Services was selected. The bid summary sheet is attached.

The attached contract includes the option for the Department to renew the contract for up to three (3) periods of two (2) years each, subject to the continued availability of funds, satisfactory ~~performance of services and approval by the Governor and Executive Council.~~

The selected Contractor will provide statewide Child Care Resource and Referral program services across all Division of Client Services District Office catchment areas in order to: reduce administrative program costs; increase funding for training and targeted technical assistance activities that will increase child care program quality; and increase access to high quality child care programs for children of low-income families.

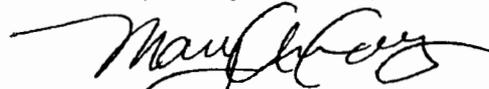
Should the Governor and Executive Council not approve this request Child Care Resource and Referral services will not be available to families and child care programs, which could result in lack of alignment in child care practices and/or services including failure to increase access to high quality child care for low-income families. This would also result in DCYF being out of compliance with the Child Care and Development Fund Federal Plan and the new requirements of the Child Care Development Block Grant Act, signed into law on November 19, 2014.

Source of Funds: 100% Federal Funds from the Catalog of Federal Domestic Assistance (CFDA) # 93.575, Federal Agency Department of Health and Human Services, Administration for Children and Families, Child Care and Development Block Grant

Area Services: Statewide

In the event that federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner



**New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet**

Statewide Child Care Resource and Referral Services

16-DHHS-OHS-DCYF-01

RFP Name

RFP Number

Bidder Name

1. Easter Seals, NH
2. Southeastern Regional Education Service Center, Inc. (SERESC)
3. Southern NH Services (SNHS)

Pass/Fail	Maximum Points	Actual Points
	390	287
	390	238
	390	355

Reviewer Names

1. Dague Clark (Cost) Administrator
III, Thayer
2. Claudette Mallory (Cost) Program Specialist II, Thayer
3. Dr. Ellen Wheatley (Tech), cost observer no-vote, Dir Res & Inst
4. Kristin Booth (Tech) Program Specialist IV Thayer
5. Jessica Sugrue (Tech) Program Specialist III Thayer
6. Susan Foley (Tech) Program Specialist IV Thayer

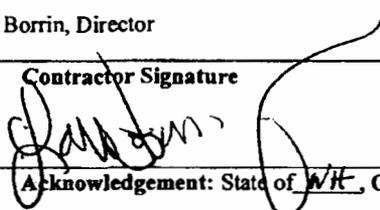
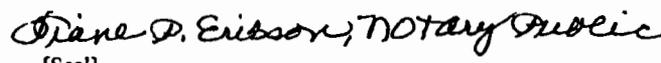
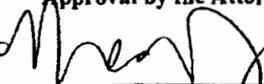
Subject: Child Care Resource and Referral Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division for Children, Youth and Families		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
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 Number 05-095-42-421110-29780000	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$1,980,000
1.9 Contracting Officer for State Agency Eric Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Gale F. Hennessy, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>4/15</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		DIANE P. ERIKSON, Notary Public My Commission Expires May 23, 2019	
1.13.2 Name and Title of Notary or Justice of the Peace DIANE P. ERIKSON, EXECUTIVE ASSISTANT			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory MARY ANN COONEY ASSOCIATE COMMISSIONER	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Megan A. Yeagle - Attorney On: <u>5/1/15</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

7. PERSONNEL.

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

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

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Date: 1/15

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.2. The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.

2. Services to Be Provided...

- 2.1. The Contractor will promote and market high quality, culturally competent, Child Care Resource & Referral (CCR&R) services statewide to families, providers, businesses and community members. The Contractor will:
 - 2.1.1. Annually update marketing materials using Child Care Aware® of America's (formerly NACCRRRA) best practices. Marketing materials will include but not be limited to:
 - 2.1.1.1. Brochures,
 - 2.1.1.2. Flyers,
 - 2.1.1.3. Display posters,
 - 2.1.1.4. Pens,
 - 2.1.1.5. Magnets, and
 - 2.1.1.6. Other marketing tools.
 - 2.1.1.7. Materials will be updated in both English and Spanish and at minimum, will contain:
 - 2.1.1.8. Program name;
 - 2.1.1.9. Toll free phone number; and
 - 2.1.1.10. Website.
 - 2.1.1.11. The update will occur in May of each year.
 - 2.1.2. Create a brand/logo for CCR&R that reflects a statewide approach to CCR&R services and programming.



Exhibit A

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- 2.1.2.1. The existing brand, Child Care Aware® of New Hampshire, will be utilized if permission is granted from the current organization, to minimize cost associated with creating and marketing a new brand/logo.
- 2.1.2.2. Brand/Logo should be completed by September 2015.
- 2.1.3. The Contractor will create a comprehensive website that is easily assessable, up-to-date and user-friendly.
- 2.1.3.1. This site will have tabs or "buttons" specifically for families, providers and the community. Under each tab, a list of informative and related resources and links will be provided. A tab for businesses will also be added to promote program services to local and state businesses. Tabs specific to Families and Providers will be created as outlined below:
- 2.1.3.1.1. Families: This tab will be on the main page of the website and will give Families the option of selecting a Child Care Search Online, Child Care Licensing Information, Quality Matters (to include what quality is, questions to consider when selecting a program, quality indicators and designations of quality), Financial Assistance (how to apply for child care scholarship, including link to NH Easy, an online application link for assistance), Complaint Policies, Family Resources, and Child Care Chat Feature.
- 2.1.3.1.2. Providers: This tab will be on the main page of the website and will give Providers the option of searching for Training, Technical Assistance, Child Care Training Academy (an online customizable training component), NH Professional Registry, Provider Resources (to include current DHHS Contractors and Stakeholders, etc.) and Child Care Chat Feature and/or interactive group chat with log-in.
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- 2.1.3.2. This site will be reflective of New Hampshire and will have:
- 2.1.3.2.1. Photos and videos specifically to provide a visual of CCR&R services throughout the state.
- 2.1.3.2.2. There will be photos of CCR&R Staff under an "About Us" tab to give the site a friendly and usable feel for a statewide audience of CCR&R Program users.
- 2.1.3.2.3. The NH Professional Registry,(with the CDB consent), will be housed on this site for quick access as will the Online Referral Module for Families seeking child care referrals.
- 2.1.3.2.4. A link to Eventbrite trainings and Facebook.



Exhibit A

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- 2.1.3.2.5. Hot Topics will be incorporated on the home page of the website to list the most current information and resources available to families and providers.
 - 2.1.3.2.6. A translator function will be available on this site to translate information into any language.
 - 2.1.4. The Contractor will disseminate marketing materials and information, to promote public awareness, through various means such as:
 - 2.1.4.1. Local hospitals,
 - 2.1.4.2. Pediatrician and general practitioner offices,
 - 2.1.4.3. Early intervention programs,
 - 2.1.4.4. Churches,
 - 2.1.4.5. Local retailers,
 - 2.1.4.6. Realtors,
 - 2.1.4.7. Libraries,
 - 2.1.4.8. Grocery stores,
 - 2.1.4.9. Restaurants,
 - 2.1.4.10. DHHS district offices,
 - 2.1.4.11. NHEP offices and partner meetings,
 - 2.1.4.12. Health clubs,
 - 2.1.4.13. Malls,
 - 2.1.4.14. Community boards,
 - 2.1.4.15. School districts and local community colleges,
 - 2.1.4.16. Through community events,
 - 2.1.4.17. Family resource centers,
 - 2.1.4.18. Community action agencies,
 - 2.1.4.19. WIC,
 - 2.1.4.20. 211,
 - 2.1.4.21. Fuel assistance offices,
 - 2.1.4.22. Child health support services and workplace success programs.
 - 2.2. The Contractor will provide statewide child care resource and referral services to families who may or may not be receiving assistance or services from the New Hampshire Employment Program (NHEP) or the Department. The Contractor will:

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Exhibit A

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- 2.2.1. Maintain regular business hours from 8:30 a.m. – 4:30 p.m., Monday through Friday in the main office (Southern/Manchester Regional/Main Office) and in each of the four regional offices (Concord/Laconia Regional Outreach Office, Berlin/Conway/Littleton Regional Outreach Office, Claremont/Keene Outreach Regional Office, Rochester/Seacoast Regional Outreach Office).
 - 2.2.2. Offer appointments for services outside of the regular business hours, specified in section 2.2.1., by request through the program's website.
 - 2.2.3. Conduct referrals via phone, in-person, online or at NHEP orientations.
 - 2.2.4. Maintain a strong working relationship with NHEP and DHHS staff in each District Office.
 - 2.2.4.1. The Contractor will participate in NHEP orientations to inform participants with information about child care, what assistance may be available to meet their needs and information regarding child care licensing and quality indicators to look for when selecting a child care program for their child(ren).
 - 2.3. The Contractor will follow up with clients two to three weeks after an initial referral is taken using a developed evaluation and follow up process using various methods such as:
 - 2.3.1. Phone contact (in English & Spanish),
 - 2.3.2. A paper survey (included in each referral packet),
 - 2.3.3. Through "Survey Monkey" (a web-based survey link), or
 - 2.3.4. Mailing a "Family Satisfaction Survey".
 - 2.4. The Contractor will enter all information concerning follow up attempts and completed surveys into the Child Care Aware® of America NACCRRRA Data Suite database and provide a quarterly report to the Program Specialist monitoring the contract.
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- 2.5. The Contractor will collaborate with DHHS contractors and other stakeholders to maximize the cost benefit of providing statewide services to families and child care programs. The Contractor will:
 - 2.5.1. Provide service in multiple regions within the state in a consistent and streamlined approach;
 - 2.5.2. Place emphasis on proper , reliable and valid data collection and reporting;
 - 2.5.3. Utilize a "Go-to-Meeting" format, conference calling or other technological services as an alternative means to still engage with client personally with minimizing the expenses associated with travel and time providing direct in-person services;



Exhibit A

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- 2.5.4. Work with CCLU to maintain and update, accurate and complete NACCRRAware database of child care programs;
 - 2.5.5. Collaborate with other State of NH contractors to promote each other's services and to assist in increasing awareness of contracted services; and
 - 2.5.6. CCR&R Outreach Specialists work with CDB Specialists on ensuring that the data in each of their respective databases is accurate in terms of which providers are enrolled in and accepting child care scholarships.
- 2.6. The Contractor will maintain current relationships/collaborations with other agencies and organizations to maximize child care resource services. These include but are not limited to:
- 2.6.1. New Hampshire Employment Program;
 - 2.6.2. Child Development Bureau;
 - 2.6.3. Child Care Licensing Unit;
 - 2.6.4. Child Care Aware of New Hampshire;
 - 2.6.5. Early Head Start and Head Start Programs;
 - 2.6.6. Alliance of Better Childcare (ABC);
 - 2.6.7. Arts Alliance of New Hampshire;
 - 2.6.8. Carroll County Round Table;
 - 2.6.9. City of Derry Public Health Department;
 - 2.6.10. Early Learning New Hampshire (ELNH);
 - 2.6.11. New Hampshire Association for the Education of Young Children (NHAEYC);
 - 2.6.12. New Hampshire Children's Trust;
 - 2.6.13. Seacoast Early Learning Alliance (SELA);
 - 2.6.14. SPARK NH;
 - 2.6.15. Watch Me Grow NH;
 - 2.6.16. Comprehensive Resource for Out-of-School Staff NH;
 - 2.6.17. Early Education and Intervention Network;
 - 2.6.18. Family Resource Centers;
 - 2.6.19. Granite State Collect;
 - 2.6.20. Dr. Michael Kalinowski; and
 - 2.6.21. Southeaster Regional Education Service Center Inc.

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Exhibit A

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- 2.7. The Contractor will provide web-based services for families and child care providers by using NACCRRAware Suite of Data Services (NDS) to access and maintain the database for the state. NDS consists of the following:
- 2.7.1. NACCRRAware (NW) - generates child care referrals for families and reports. NW will manage client, provider and community data.
 - 2.7.2. Online Referral Module (ORM) - is an online service that allows CCR&R to have the ability and flexibility to configure fields for families to access online referrals. This module includes an option to translate online referrals into other languages, if needed.
 - 2.7.3. Online Provider Services (OPS) - is an online service that will give programs the ability to review and update their program information into NACCRRAware. This application also allows CCR&R to upload files, forms, training information, emergency preparedness guides and other pertinent information for providers to access easily online.
 - 2.7.4. Training Tracking and Technical Assistance Management or TTAM - consists of various components. Training Tracking (TT) will manage, track and report trainings for child care providers. The Training Portal, which is for Trainers/Trainees, provides web based access for Trainer and Trainee records. The Online Training Calendar (OTC) via TTAM, will provide CCR&R with the ability to create local, regional and statewide training calendars and allow training participants to register online for these training opportunities. Technical Assistance Management (TA) is the module used to manage, track and report on technical assistance provided to child care programs. Training Registry (TR) will track the demographics, education, employment background and training history of child care providers and cross sector professionals and will also identify and record their advancement in the field.
 - 2.7.5. Child Care Training Academy is a web-based platform that allows providers to access online training for a fee. The academy offers a variety of training and also gives providers the ability to customize their training. Child Care Aware of America® is currently working on developing a data integration between Child Care Aware Training Academy and the TT Datasets. This would then mean that trainees participating in a Child Care Training Academy would be able to have information regarding their participation in their Registry Record through the NH Professional Registry.
 - 2.7.6. Child Care Online (CCO) - will give providers the ability to create a "virtual" tour of their child care program with pictures and descriptions to help them market their program to families. This feature is not currently used by CCR&R, however, if needed CCR&R will begin utilizing this feature to assist programs in their marketing efforts.
 - 2.7.7. Quality Indicators (QI) - will provide an easy to understand program profile to families that highlights a program's quality indicators or areas of quality. This



feature is relatively new to NDS. CCR&R will work with the CDB on utilizing this feature to help the state meet the federal plan requirements and to help promote and market QRIS (Quality Rating Improvement System).

- 2.8. The Contractor will ensure that data collection and reports are accurate and consistent statewide.
- 2.8.1. Actively assist in maintaining the NACCRRRA Data Suite (NDS) database to house statewide data with accurate and current information regarding child care needs and child care program information, including integration with all modules of the data suite as mentioned in 2.6.1 through 2.6.7.
 - 2.8.2. The SNHS program manager will assist in populating the database data fields and updating them regularly and appropriately.
 - 2.8.3. Activity conducted between CCR&R staff and child care programs will be documented in the database.
 - 2.8.4. SNHS CCR&R will conduct a minimum of five updates to the NACCRRRA Data Suite (NDS) on an annual basis which include but are not limited to:
 - 2.8.4.1. Conducting a full and partial update to the provider section of the database;
 - 2.8.4.2. An annual update and review of the community section
 - 2.8.4.3. An annual update and review of client records
 - 2.8.4.4. Deletion of duplicate records; and
 - 2.8.4.5. Updating providers accepting Preventive and Protective Care and changing their licensing status and/or quality designation.
- 2.9. The Contractor will ensure the database is updated with current information on a regular basis and will delete any duplicate or unnecessary data.
- 2.9.1. Protocol for deletion of client, provider and community records follows. The Contractor will delete:
 - 2.9.1.1. Inactive clients with no action log history within the past two years;
 - 2.9.1.2. Duplicate client records, all relevant history will be kept or moved to the saved account;
 - 2.9.1.3. Online Referral Module (ORM) clients with no referral history within the last two years;
 - 2.9.1.4. Child care programs/providers with no activity within a calendar year;
 - 2.9.1.5. Duplicate community records;
 - 2.9.1.6. Community records not actively used by CCR&R staff within a calendar year.
 - 2.9.2. Update current information:

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Exhibit A

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- 2.9.2.1. Client Section:
 - 2.9.2.1.1. Entering client information for referrals will be done within one business day;
 - 2.9.2.1.2. Deleting duplication of records will be done in July/August of each year;
 - 2.9.2.1.3. Administration and configuration of the Client Section data fields will be done as needed with the DHHS Child Development Bureau (CDB).
 - 2.9.2.2. Provider Section:
 - 2.9.2.2.1. Entering new providers in the database when received within five business days of receiving the information;
 - 2.9.2.2.2. Updating provider information in database will done in March and November;
 - 2.9.2.2.3. Inactive records will be deleted in December/January of each year;
 - 2.9.2.2.4. Updating Preventive and Protective Care and new/closed programs within five business days of receiving lists from DHHS Child Development Bureau (CDB) and/or Child Care Licensing Unit (CCLU).
 - 2.9.2.3. Community Section:
 - 2.9.2.3.1. Adding Community Records will be done within five business days of receiving the information;
 - 2.9.2.3.2. Reviewing and updating community section will be done in December and January of each year;
 - 2.9.2.3.3. Deleting community records will be done in December/January of each year.
 - 2.9.2.4. Online Provider Services (OPS):
 - 2.9.2.4.1. Giving providers access will be done as needed upon request;
 - 2.9.2.4.2. Monitoring OPS will be done on a weekly basis.
 - 2.9.2.5. Online Referral Module (ORM):
 - 2.9.2.5.1. Administration and configuration as needed based on Child Development Bureau (CDB) will be done weekly.
 - 2.9.2.6. Child Care Online (CCO):
 - 2.9.2.6.1. Will be available upon request based on Child Development Bureau (DCB) needs.
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Exhibit A

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- 2.9.2.7. Training and Technical Assistance management Module (TTAM):
 - 2.9.2.7.1. Training and Tracking (TT):
 - 2.9.2.7.2. Entering training, trainers, host sites (facilities), training competency data will be done on a monthly basis;
 - 2.9.2.7.3. Enrolling trainees and entering information upon completion of training within five business days;
 - 2.9.2.7.4. Merging duplicate registry user accounts will be done as needed;
 - 2.9.2.7.5. Training reporting will be done on a monthly basis;
 - 2.9.2.7.6. Final competency count will be updated weekly or as requested; and
 - 2.9.2.7.7. TT Training for CCR&R staff will be done upon hire, as needed.
 - 2.9.2.7.8. Technical Assistance (TA) Management:
 - 2.9.2.7.8.1. Entering TA initiatives will be done as needed;
 - 2.9.2.7.8.2. Entering TA project, episode will be done upon completion of the project or episode;
 - 2.9.2.7.8.3. Assessing and Reporting on TA will be done on a quarterly basis; and
 - 2.9.2.7.8.4. TA Training for CCR&R staff will be done upon hire, as needed.
 - 2.9.2.8. Quality Indicators (QI):
 - 2.9.2.8.1. Will be available upon request based on Child Development Bureau (DCB) needs.
 - 2.10. The Contractor will provide statewide child care resource, referral, recruitment, and educational training and targeted technical assistance services to licensed center and family based as well as license exempt child care providers. The Contractor will:
 - 2.10.1. Offer training in five regions throughout the state,
 - 2.10.2. Offer a variety of training formats, with evening trainings, conferences, full-day events and institutes,
 - 2.10.3. Expand the use of standard host sites in each region for trainings to ensure participant comfort and to maximize adult learning as well as minimize cost,
 - 2.10.4. Provide a minimum total of 225 training opportunities, 45 of which will be Child Care Basic trainings, 60 will consist of health and safety training opportunities, and 120 will be as recommended by the CDB, Child Care Licensing, or the Spark NH Workforce and Professional Development Committee, and/or as requested by child care providers.

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Exhibit A

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- 2.10.5. Seek opportunities to provide training and targeted TA to 25 programs and providers who are looking to expand or change their programs to meet the needs of families, such as providing infant/toddler care and/or adjusting their hours to accommodate evening and weekend care,
 - 2.10.6. Provide outreach within the community to market CCR&R services and to attract individuals looking to provide child care within their home as a family child care business as part of CCR&R recruitment effort,
 - 2.11. The Contractor will provide targeted technical assistance to providers to fill unmet child care needs throughout the state, including but not limited to:
 - 2.11.1. Infant care,
 - 2.11.2. Special needs care, and
 - 2.11.3. Child care during non-traditional hours.
 - 2.12. The Contractor will provide Child Care Basics Training and other workshops on a statewide level which must include health and safety training.
 - 2.12.1. The Contractor will provide "Caring for Our Children: Health, Safety, Nutrition and Wellness" Conferences. These pre-service training topics will be based on Caring for Our children Health and Safety Standards and will include but not be limited to:
 - 2.12.1.1. Preventing Spread of Infectious Disease,
 - 2.12.1.2. Prevention of Sudden Infant Death Syndrome (SIDS),
 - 2.12.1.3. Medication Administration,
 - 2.12.1.4. Prevention of and Response to Emergencies Due to Food and Allergic Reactions,
 - 2.12.1.5. Building and Physical Premises Safety,
 - ~~2.12.1.6. Prevention of Shaken Baby Syndrome,~~
 - 2.12.1.7. Emergency Preparedness,
 - 2.12.1.8. the Handling and Storage of Hazardous Materials,
 - 2.12.1.9. Transportation and Child Passenger Safety, and
 - 2.12.1.10. Child Abuse and Neglect: Including Recognition and Mandatory Reporting.
 - 2.12.2. A training track during this conference will be offered in Spanish when the conference is held in the Southern/Manchester region and/or translation services will be provided, based on need.
 - 2.13. The Contractor will market and facilitate training opportunities to ensure child care program staff, statewide, will have the opportunity to meet Child Care Licensing and Federal Office of Child Care training requirements.



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- 2.13.1. Specific marketing methods that will be used to market and promote awareness of CCR&R professional development training for child care programs and providers will include:
- 2.13.1.1. Email distribution lists;
 - 2.13.1.2. Website/s;
 - 2.13.1.3. Marketing materials;
 - 2.13.1.4. Social media;
 - 2.13.1.5. Eventbrite,
 - 2.13.1.6. New Hampshire Professional Registry,
 - 2.13.1.7. Spark NH PORTAL (Professional Opportunities, Resources, Trainings and Links),
 - 2.13.1.8. Directors and Leadership Collaborations;
 - 2.13.1.9. Dual Language Learners;
 - 2.13.1.10. Child Care Resource and Referral Training and Marketing Specialist;
 - 2.13.1.11. Training Modalities;
 - 2.13.1.11.1. Instructor-led training
 - 2.13.1.11.2. E-learning;
 - 2.13.1.11.3. Webinar capability;
 - 2.13.1.11.4. Links and Resources;
 - 2.13.1.11.5. Training collaborations and partnerships; and
 - 2.13.1.11.6. Host sites.
- 2.13.2. Initial marketing will be done in September of each year when the annual training calendar is completed and disseminated.
- 2.13.2.1. This calendar will be mailed to all licensed programs and license exempt programs in the NDS database.
 - 2.13.2.2. Dissemination through Constant Contact will also take place linking programs and individuals to the posting of this calendar on the website.
 - 2.13.2.3. Constant Contact will be used on a monthly basis to remind providers that the monthly training registration is open and what trainings are available to register for.
 - 2.13.2.3.1. This will be done through the "Monthly Minutes",



Exhibit A

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- 2.13.2.3.2. Weekly updates through the "At-A-Glance" editions will also consist of training reminders for trainings coming up and for trainings that are still available for registration,
 - 2.13.2.4. Facebook will also be used as a means to market training opportunities and reminder,
 - 2.13.2.5. The "Monthly Minutes" are mailed out to programs without internet capabilities to promote equal access of training opportunities.
 - 2.13.2.6. The Annual Training Calendar will be housed for view and will be available to download on the CCR&R website and will be referenced in marketing materials and Constant Contact disseminations.
 - 2.13.2.7. Trainings will be listed for registration purposes in the NH Professional Registry. The only exception to this will be for trainings that are still being offered through Eventbrite for payment purposes.
 - 2.13.2.7.1. Eventbrite trainings will be housed in the registry as private and paid attendees will be enrolled by the Professional Development Support Coordinator and the Training and Marketing Specialist.
 - 2.13.2.8. A list of web-based training resources specifically tied to the Federal Office of Child Care training requirements will be available for program and provider use.
 - 2.13.2.8.1. This list will include but not be limited to references and links to :
 - 2.13.2.8.1.1. American Heart Association,
 - 2.13.2.8.1.2. American Red Cross,
 - 2.13.2.8.1.3. Center for Disease Control,
 - 2.13.2.8.1.4. Federal Emergency Management Agency (FEMA),
 - 2.13.2.8.1.5. Healthy Child Care America,
 - 2.13.2.8.1.6. National Resource Center for Health and Safety in Child Care and Early Education, and
 - 2.13.2.8.1.7. Zero to Three.
 - 2.14. The Contractor will provide technical assistance (TA) services to child care providers and programs with a strength-based approach throughout the state of New Hampshire and will place an emphasis on targeted TA.
 - 2.15. The Contractor will provide technical assistance specialists that meet the specific qualifications described in the New Hampshire Early Childhood Professional Development System for Mentor, Program Consultant or Allied Professional at the Master Professional level. The Technical Assistance Specialists' activities will include but not be limited to:



Exhibit A

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- 2.15.1. Assisting with credentialing through the NH Early Childhood Professional Development System and the NH Professional Registry.
 - 2.15.2. Providing training and technical assistance in business management practices for child care programs.
 - 2.15.3. Providing technical assistance to child care programs to support them to implement the Strengthening Families approach.
 - 2.15.4. Assisting child care programs with completing a written Emergency preparedness plan based on the Incident Command System.
 - 2.15.5. Assisting child care programs to create individual professional development plans designed to increase teacher competency.
 - 2.15.6. Training child care program staff how to implement the NH Early Learning Standards.
 - 2.15.7. Assisting child care providers to participate in NH QRIS.
 - 2.15.8. Assisting child care program staff to create and update annual workforce records in the New Hampshire Professional Registry.
 - 2.15.9. Availability to answer questions via telephone, email, at onsite visits, in-person at one of the regional outreach offices and/or at SNHS CCR&R sponsored trainings and events.

3. Cultural Considerations

- 3.1. The Contractor will provide culturally responsive services to families and child care providers from diverse language and cultural backgrounds.
 - 3.1.1. CCR&R staff will receive training in cultural competency,
 - 3.1.2. Translation and Interpretation services will be provided through several venues.
 - 3.1.2.1. Staff may translate written materials or speak with families,
 - 3.1.2.2. Interpretation services will be available through the Language Line,
 - 3.1.2.3. The video remote option will provide access to American Sign Language through computers to ensure the accuracy of visual cues,
 - 3.1.2.4. Written materials will be made available in languages other than English.
 - 3.1.3. The Contractor will examine and build on current knowledge to solidify understanding of the cultural variations across the state and individualize services when necessary to meet the needs of each area.

4. Staffing

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Exhibit A

4.1. The Contractor will employ fourteen full time employees to manage and implement the required scope of services listed above. All training and TA Team staff will meet the qualifications of the NH Early Childhood Professional Development System on the Master Professional level and an emphasis will be placed on obtaining and/or being qualified for an Infant/Toddler Endorsement. Staff members shall include:

4.1.1. Program Manager (located in the Southern/Manchester/Main Office);

4.1.1.1. Must have a minimum of a Master's Degree in Early Childhood Education or a minimum of a Master's degree including a minimum of twenty-four (24) credits in approved coursework (all credit requirements must include a minim of 3 credits focused on child growth & development);

4.1.1.2. Five (5) years, experience in early childhood education;

4.1.1.3. Planning and implementation of at least 24 hours of group training of adults over a 2 year period, or successful completion of the Trainer Development Program (TDP) and an additional 12 hours of training post TDP; and

4.1.1.4. Experience in supervision and leadership.

4.1.2. Lead Outreach Specialist (located in the Southern/Manchester/Main Office);

4.1.2.1. Must have a minimum of an Associate's Degree in Early Childhood Education or a post-graduate degree with a minimum of twenty-four (24) credit in Early Childhood Education;

4.1.2.2. Strong written and verbal communication skills;

4.1.2.3. Excellent customer service skills;

4.1.2.4. Proficient computer skills in relation to data entry, word processing and spreadsheet management; and

~~4.1.2.5. Five years, experience working with children and families in a community-based setting.~~

4.1.3. Four (4) Outreach Specialists (1- Southern/Manchester/Main, 1-Concord/Laconia, 1- Claremont/Keene, 1- Rochester/Seacoast);

4.1.3.1. Must have a minimum of an Associate's Degree in Early Childhood Education or a post-graduate degree with a minimum of twenty-four (24) credit in Early Childhood Education or approved coursework;

4.1.3.2. Proficient computer skills in relation to data entry, word processing and spreadsheet management;

4.1.3.3. Five years, experience working with children and families in a community-based setting; and

4.1.3.4. Has the documentation required Section 4.2.



Exhibit A

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- 4.1.4. Professional Development Support Coordinator (located in the Berlin/Conway/Littleton Office);
 - 4.1.4.1. Must have a minimum of a Baccalaureate Degree in Early Childhood Education or a post-graduate degree with a minimum of 24 credits in ECE or approved coursework;
 - 4.1.4.2. Strong written and verbal communication skills;
 - 4.1.4.3. Excellent customer service skills;
 - 4.1.4.4. High degree of professionalism;
 - 4.1.4.5. Proficient computer skills in relation to data entry, word processing and spreadsheet management; and
 - 4.1.4.6. Five years, experience working with children and families in a community-based setting at least two of which are in a program director supervisory or leadership role.
 - 4.1.5. Training and Marketing Specialist (locate in the Claremont/Keene Office);
 - 4.1.5.1. Must have a minimum of an Associates' Degree in Marketing, Computer Science, Graphic Design or related field,
 - 4.1.5.2. Proven experience in CCR&R services in relation to marketing and outreach activities can be substituted for field of study;
 - 4.1.5.3. Strong written and verbal communication skills;
 - 4.1.5.4. Excellent customer service and marketing skills;
 - 4.1.5.5. Proficient computer experience in relation to data entry, word processing, web design and database management and reporting;
 - 4.1.5.6. Knowledge of the Early Childhood field; and
 - 4.1.5.7. Five years' experience working in a community based setting is preferred.
 - 4.1.6. Bilingual Support Specialist (located in the Southern/Manchester/Main Office);
 - 4.1.6.1. Must be Bilingual;
 - 4.1.6.2. Must have a minimum of an Associate's Degree in Early Childhood Education, Social Work or a post-graduate degree with a minimum of 24 credits in ECE or approved coursework;
 - 4.1.6.3. Strong written and verbal communication skills;
 - 4.1.6.4. Excellent customer service skills;
 - 4.1.6.5. Proficient computer skills in relation to data entry, word processing, and spreadsheet management; and



Exhibit A

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- 4.1.6.6. Five years' experience working with children and families in a community based setting.
 - 4.1.7. Four (4) Training and Technical Assistance Specialists (2 Southern/Manchester/Main Office , 1 Rochester/Seacoast, 1 Berlin/Conway/Littleton) for the provision of TA to child care programs included in but not limited to the above mentioned regions:
 - 4.1.7.1. Must have a minimum of a Baccalaureate Degree in Early Childhood Education or a post-graduate degree with a minimum of 24 credits in ECE or approved coursework;
 - 4.1.7.2. Strong written and verbal communication skills;
 - 4.1.7.3. Excellent customer service skills and a high degree of professionalism;
 - 4.1.7.4. Proficient computer skills in relation to data entry, word processing, and spreadsheet management; and
 - 4.1.7.5. Five years' experience working in an early childhood setting, at least two of which are in a program director supervisory or leadership role.
 - 4.1.8. Infant and Toddler Specialist (located in the Concord/Laconia Office);
 - 4.1.8.1. Must have a minimum of a Baccalaureate Degree in Early Childhood Education or a post-graduate degree with a minimum of 24 credits in ECE or approved coursework of which at least 9 credits are focused on Infant/Toddler content;
 - 4.1.8.2. Strong written and verbal communication skills;
 - 4.1.8.3. Excellent customer service skills and a high degree of professionalism;
 - 4.1.8.4. Proficient computer skills in relation to data entry, word processing, and spreadsheet management; and
 - 4.1.8.5. Five years' experience working in an early childhood setting, at least three of which must be training and/or teaching to adults on I/T content or consulting in I/T programs.
 - 4.2. The Contractor will ensure that all staff, subcontractors, and volunteers working on this contract, have documentation of a criminal background and central registry check that demonstrates no criminal offences.

5. Performance Measures

- 5.1. The Contractor will adhere to all the performance measures in the attached Exhibit "A-1 – Performance Measures and Goals."

Exhibit A-1 – Performance Measures and Goals

RFP Section	Performance Measure	SFY 2016 Goal	SFY 2017 Goal
3.2.2	The number of families receiving Financial Assistance to Needy Families (FANF) for whom child care referrals were provided.	1500	1500
3.2.2	The number of families not receiving FANF for whom child care referrals were provided.	1000	1000
3.2.2	The percentage of families receiving FANF for whom child care referrals were provided who were successful in having child care needs met.	70%	70%
3.2.2	The percentage of families not receiving FANF for whom child care referrals were provided who were successful in having child care needs met.	70%	70%
3.3.1	The number of families whose first language is not English for whom referrals were provided.	50	50
3.2.3	The number of initiatives in which CCR&R collaborates with stakeholders.	20	20
3.2.4.5	The number of updates to the NACCRRRA Data Suite (NDS) database, including deleting duplicate and/or unnecessary data.	6	6
3.2.6	The total number of training opportunities offered to child care program staff directly by CCR&R.	225	225
3.2.6	The number of Child Care Basics training opportunities offered through the New Hampshire Professional Registry (Training Registry module in the NACCRRRA Data Suite (NDS) for child care program staff.	45	45
3.2.6	The number of child care program staff who complete Child Care Basics training.	1000	1000
3.2.8	The number of health and safety training opportunities offered for child care program staff directly by CCR&R, and posted in the New Hampshire Professional Registry.	60	60
3.2.8	The number of child care program staff who complete health and safety training provided directly by CCR&R.	1500	1500
3.2.8	The number of other health and safety training opportunities made accessible through referrals to the Spark NH PORTAL and the NH Professional Registry (Training Registry module in the NACCRRRA Data Suite).	20	20
3.2.6	The number of child care providers for whom targeted technical assistance was provided to change/expand their programs in order to meet unmet child care needs.	25	25
3.2.9.1	The number of early childhood professionals for whom technical assistance was provided who are awarded one or more	70	70

Exhibit A-1 – Performance Measures and Goals

	credentials through the NH Early Childhood Professional Development System.		
3.2.9.2	The number of child care programs for whom technical assistance was provided to improve their business management practices.	50	50
3.2.9.3	The number of child care programs for whom technical assistance was provided who implement the Strengthening Families approach.	12	12
3.2.9.4	The number of child care programs for whom technical assistance was provided who complete a written Emergency Preparedness plan based on the Incident Command System.	15	15
3.2.9.5	The number of child care program staff for whom technical assistance was provided who complete an individual professional development plan designed to increase competency.	100	100
3.2.9.6	The number of child care programs for whom technical assistance was provided to implement the New Hampshire Early Learning Standards.	15	15
3.2.9.7	The number of child care programs for whom technical assistance was provided who participate in the NH Quality Rating Improvement System (QRIS).	25	25
3.2.9.8	The number of child care program staff for whom technical assistance was provided to create and/or update workforce records annually in the New Hampshire Professional Registry.	250	250
3.3.1	The number of child care providers whose first language is not English for whom technical assistance was provided.	20	20



Method and Conditions Precedent to Payment

1. Subject to the availability of Federal funds, and in consideration for the Contractor's compliance with the terms and conditions of this agreement, and for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and expenses incurred, the Department shall pay the Contractor an amount not to exceed, Form P-37, block 1.8, Price Limitation.
 - 1.1. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) # 93.575, Federal Agency Department of Health and Human Services, Administration for Children and Families, Child Care and Development Block Grant, for the provision of services pursuant to Exhibit A, Scope of Services.
 - 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the funding requirements.
2. Payment for said services shall be made monthly, but not less than quarterly:
 - 2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement. The invoice, provided by the Department, must be completed, signed, and returned to the Department in order to initiate payment. In lieu of hard copies, invoices may be assigned an electronic signature and emailed. Hard copies shall be mailed to:

Fiscal Administrator
NH Department of Health and Human Services
Division for Children, Youth and Families
129 Pleasant Street
Concord, NH 03301
 - 2.2. Expenditures shall be in accordance with the approved line item budget shown in Exhibit B-1.
3. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A.
4. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
6. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.

Exhibit 8-1

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Major/Program Name: Southern New Hampshire Services
Budget Request for: Willsboro Child Care Resources and Referral Services
(Item # 097)
Budget Period: July 1, 2016 - June 30, 2016

Line Item	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
1. Total Expenditures	\$ 614,099.32	\$ -	\$ 626,699.32	\$ 4,443.82	\$ -	\$ 4,458.82	\$ 601,622.49	\$ -	\$ -	\$ 617,622.49	\$ -
2. Personnel Benefits	\$ 488,178.38	\$ -	\$ 488,178.38	\$ 1,333.18	\$ -	\$ 1,333.18	\$ 567,843.18	\$ -	\$ -	\$ 567,843.18	\$ -
3. Commodity	\$ 1,200.00	\$ -	\$ 1,200.00	\$ 11,755.00	\$ -	\$ 11,755.00	\$ 93,850.00	\$ -	\$ -	\$ 93,850.00	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Health and Maintenance	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	\$ -	\$ -	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00	\$ -
7. Professional Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Subcontract	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Printing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Office	\$ 21,432.42	\$ -	\$ 21,432.42	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 16,432.42	\$ -	\$ -	\$ 18,432.42	\$ -
14. Travel	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	\$ -	\$ -	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00	\$ -
15. Computer	\$ 23,500.00	\$ -	\$ 23,500.00	\$ -	\$ -	\$ -	\$ 23,500.00	\$ -	\$ -	\$ 23,500.00	\$ -
16. Convert Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17. Telephone	\$ 12,730.00	\$ -	\$ 12,730.00	\$ -	\$ -	\$ -	\$ 12,730.00	\$ -	\$ -	\$ 12,730.00	\$ -
18. Postage	\$ 4,000.00	\$ -	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	\$ -
19. Subscriptions	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	\$ -	\$ -	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	\$ -
20. Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21. Insurance	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00	\$ -	\$ -	\$ 600.00	\$ -
22. Bond Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23. Salaries	\$ 12,000.00	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ 12,000.00	\$ -
24. Materials/Commodities	\$ 6,000.00	\$ -	\$ 6,000.00	\$ -	\$ -	\$ -	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00	\$ -
25. Real Estate and Utilities	\$ 38,000.00	\$ -	\$ 38,000.00	\$ 4,000.00	\$ -	\$ 4,000.00	\$ 38,000.00	\$ -	\$ -	\$ 38,000.00	\$ -
26. Information/Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27. Other (Specify below including indirect costs)	\$ -	\$ 77,732.00	\$ 77,732.00	\$ -	\$ 1,885.00	\$ 1,885.00	\$ -	\$ 73,872.00	\$ -	\$ 78,872.00	\$ -
TOTAL	\$ 614,099.32	\$ 77,732.00	\$ 626,699.32	\$ 24,277.10	\$ 1,885.00	\$ 3,885.00	\$ 614,128.49	\$ 73,872.00	\$ -	\$ 688,000.49	\$ -

Indirect As A Percent of Direct 8.3%

EXHIBIT B-1

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD												
Budget Program Name: Southern New Hampshire Services												
Budget Request for: Disability Child Care Assistance and Referral Services <i>(Item # 007)</i>												
Budget Period: July 1, 2016 - June 30, 2017												
1. Total Revenues	\$	941,317.42	\$	941,317.42	\$	4,573.45	\$	4,573.45	\$	538,744.00	\$	538,744.00
2. Employee Benefits	\$	199,304.32	\$	199,304.32	\$	1,372.00	\$	1,372.00	\$	197,932.32	\$	197,932.32
3. Contracts	\$	91,800.00	\$	91,800.00	\$	11,800.00	\$	11,800.00	\$	49,000.00	\$	49,000.00
4. Equipment	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
5. Grants	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
6. Interest	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
7. Miscellaneous	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
8. Other	\$	5,000.00	\$	5,000.00	\$	-	\$	-	\$	5,000.00	\$	5,000.00
9. Subtotal	\$	26,471.70	\$	26,471.70	\$	3,000.00	\$	3,000.00	\$	29,471.70	\$	29,471.70
10. Travel	\$	20,000.00	\$	20,000.00	\$	-	\$	-	\$	20,000.00	\$	20,000.00
11. Other	\$	21,800.00	\$	21,800.00	\$	-	\$	-	\$	21,800.00	\$	21,800.00
12. Current Expenses	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
13. Depreciation	\$	14,730.00	\$	14,730.00	\$	-	\$	-	\$	14,730.00	\$	14,730.00
14. Capital	\$	1,750.00	\$	1,750.00	\$	-	\$	-	\$	1,750.00	\$	1,750.00
15. Subscriptions	\$	3,500.00	\$	3,500.00	\$	-	\$	-	\$	3,500.00	\$	3,500.00
16. Audit and Legal	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
17. Insurance	\$	800.00	\$	800.00	\$	-	\$	-	\$	800.00	\$	800.00
18. Bond Retention	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
19. Subtotal	\$	12,000.00	\$	12,000.00	\$	-	\$	-	\$	12,000.00	\$	12,000.00
20. Materials/Communications	\$	3,000.00	\$	3,000.00	\$	-	\$	-	\$	3,000.00	\$	3,000.00
21. Rent/Utilities and Heating	\$	38,000.00	\$	38,000.00	\$	4,000.00	\$	4,000.00	\$	35,000.00	\$	35,000.00
22. Repairs/Maintenance	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
23. Other (Travel, Office, and Printing, Indirect Costs)	\$	-	\$	77,746.00	\$	-	\$	1,873.00	\$	-	\$	75,873.00
TOTAL	\$	638,875.42	\$	77,746.00	\$	1,816,318.42	\$	34,446.42	\$	1,873.00	\$	28,218.42
Indirect As A Percent of Direct 6.3%												

Contract # *007*
Date *6-23*



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other 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 during the Contract Period, said records to 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.
 - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, 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 Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a 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.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall 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 shall 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 shall 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 Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis



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- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

GRS

4/1/15



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella coverage of not less than \$5,000,000; and
4. The Division reserves the right to renew the Contract for up to three (3) additional periods of two (2) years each, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.