



Jeffrey A. Meyers Commissioner

Christine L. Santaniello Director

STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF ECONOMIC & HOUSING STABILITY

129 PLEASANT STREET, CONCORD, NH 03301 603-271-4242 1-800-852-3345 Ext. 4242 Fax: 603-271-4712 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

August 29, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability to amend an existing contract with Southern New Hampshire Services, Inc., Vendor #177198 B006, 40 Pine Street, Manchester, New Hampshire 03103, for the provision of statewide Child Care Resource and Referral Services, by increasing the price limitation by \$520,000 from \$6,160,000 to an amount not to exceed \$6,680,000, with no change to the contract completion date of June 30, 2021, effective upon the date of Governor and Executive Council approval. 100% Federal Funds.

This agreement was originally approved by Governor and Executive Council on May 27, 2015 (Item #21) and subsequently amended on May 4, 2016 (Item #5A), August 3, 2016 (Item 5B), February 1, 2017 (Item #11), and June 5, 2019, (Item #20).

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Years 2020 and 2021 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, 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	Class	Title	Activity	Current	Increase/	Modified
year			Code	Budget	Decrease	Amount
2016	102-500731	Contracts for Pgr Svcs	42117709	\$990,000	-0-	\$990,000
2017	102-500731	Contracts for Pgr Svcs	42117709	\$990,000	- 0-	\$990,000
2018	102-500731	Contracts for Pgr Svcs	42117709	\$990,000	-0-	\$990,000
2019	102-500731	Contracts for Pgr Svcs	42117709	\$990,000	-0-	\$990,000
2020	102-500731	Contracts for Pgr Svcs	42117709	\$990,000	\$70,000	\$1,060,000
2020	102-500731	Contracts for Pgr Svcs	42117708	\$110,000	\$190,000	\$300,000
2021	102-500731	Contracts for Pgr Svcs	42117709	\$990,000	\$70,000	\$1,060,000
2021	102-500731	Contracts for Pgr Svcs	42117708	\$110,000	\$190,000	\$300,000
			Total	\$6,160,000	\$520,000	\$6,680,000

EXPLANATION

This request is sole source because the increase in funding exceeds 10% of the original contract price limitation.



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The purpose of this request is to expand upon the existing contract that provides a statewide Child Care Resource and Referral Services program that assists families in securing high quality child care for their children; refers families to community supports, as needed; and assists early childhood/child care programs to improve quality, by providing a centralized network of services for families in need of child care and community services, and for early childhood/child care providers. Many of the components of this contract are essential or specifically required to support and/or meet the reauthorization of the Child Care and Development Fund Block Grant from the federal government.

Approximately 55 individuals will be served from October 1, 2019 through June 30, 2021 from the additional funding through this contract amendment. Those individuals will become qualified to teach in early childhood/child care settings through the DOL Apprenticeship Program or will increase their qualifications by working toward attaining Associate Degrees through the T.E.A.C.H. NH Early Childhood Scholarship Program.

Child Care Aware of New Hampshire, a statewide Child Care Resource and Referral Program of Southern New Hampshire Services, Inc., was recently awarded a Teacher Education And Compensation Helps New Hampshire (T.E.A.C.H.) Program for New Hampshire through the T.E.A.C.H. National Center. This national program has served as a model for states to implement scholarship and incentive programs to help individuals who are working in early childhood/child care program settings to earn college credits, often leading to degrees. In NH, there is currently a shortage of highly qualified applicants to work in early childhood programs, especially with infants and toddlers. Research has shown that children achieve better outcomes when degreed teachers work in those programs.

Additionally, the NH Early Childhood Impact Project/Career Pathways Strategy Group has laid the groundwork for implementing a Department of Labor Apprenticeship Program for individuals who need specific qualifications to work in early childhood programs. The Department of Labor (DOL) Apprenticeship Program is a formal, industry-led, nationally-recognized, workforce training program that provides in-house skill development through structured on-the-job learning supplemented with technical and theoretical course work. Child Care Aware of New Hampshire has been chosen as the entity to implement the DOL Apprenticeship Program, with a particular focus on those individuals who express a desire to work with infants and toddlers. Child Care Aware of New Hampshire has built strong relationships with early childhood/child care programs. Therefore, it has the systems in place to recruit individuals for both the T.E.A.C.H. NH Early Childhood Scholarship Program and the DOL Apprenticeship Program and to co-locate and leverage resources for both programs.

The Division of Economic and Housing Stability administers the Child Care and Development Fund (CCDF) available through the Federal Office of Child Care (OCC). These funds support eligible 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/child care programs which includes helping individuals working in early childhood, child care programs increase their competency through education and training.

Should the Governor and Executive Council not approve this request, the shortage of qualified early childhood/child care staff, especially those qualified to work with infants and toddlers, may worsen. Additionally it would also result in the Department potentially being out of compliance with the Child Care and Development Fund Federal Plan and the additional requirements of the Child Care and Development Block Grant Act, signed into law on November 19, 2014, which include spending up to twelve percent (12%) of the funds on quality activities, of which three percent (3%) must be focused on infant/toddler activities. The \$260,000 in CCDF discretionary funds allocated for Fiscal Year 2020, which must be encumbered by September 30, 2019, would no longer be available (i.e., must be returned to OCC).

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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, and Federal Award Identification Number (FAIN), 2001NHCCDF, 2101NHCCDF.

Area Served: Statewide.

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

Respectfully submitted.

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 #5 to the Child Care Resource and Referral Services

This 5th Amendment to the CHILD CARE RESOURCE AND REFERRAL SERVICES contract (hereinafter referred to as "Amendment #5") 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 at 40 Pine Street, Manchester, New Hampshire, 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 27, 2015 (Item #21), as amended on May 4, 2016 (Item #51), August 3, 2016 (Item #5B), amended on February 1, 2017 (Item #11), and June 5, 2019 (Item #30), 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 or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #5 remain in full force and effect; and

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

- Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$6.680.000.
- 2. Add Exhibit A-2, Amendment #5, Additional Scope of Services.
- 3. Add Exhibit A-3, Amendment #5, DOL Apprenticeship, Impact Project.
- 4. Delete Exhibit B, Methods and Conditions Precedent to Payment, in its entirety, and replace with: Exhibit B, Amendment #5, Methods and Conditions Precedent to Payment.
- 5. Add Exhibit B-6, Amendment #5, Budget Sheet.
- Add Exhibit B-7, Amendment #5, Budget Sheet.
- 7. Add Exhibit B-8, Amendment #5, Budget Sheet.
- 8. Add Exhibit B-9, Amendment #5, Budget Sheet.
- 9. Add Exhibit K, DHHS Information Security Requirements.

Contractor Initials

Date 8/28/19



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 Name: Christine/L. Santáhiéllo Title: Director, Division of Economic & Housing Stability Southern New Hampshire Services, Inc. James Chaisson Title: (¢hief Fiscal Officer Acknowledgement of Contractor's signature: State of <u>New Hampshin</u> County of <u>Hils borough</u> on <u>Hug. 28, 2019</u>, before the undersigned officer, personally appeared the person identified directly 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.

Southern New Hampshire Services, Inc.

Name and Title of Netary

My Commission Expires:

Amendment #5

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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 I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting) OFFICE OF THE SECRETARY OF STATE Date Name:

Title:



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

Exhibit A-2, Amendment #5

Additional Scope of Services

1. Scope of Work

- 1.1. The Contractor shall create, promote and market the first Teacher Education And Compensation Helps New Hampshire (T.E.A.C.H. NH) Early Childhood Scholarship Program which will focus on the need for a well-qualified, fairly compensated and stable workforce. The Contractor shall prioritize T.E.A.C.H. NH for early childhood programs and teachers who care for and teach infants and/or toddlers.
- 1.2. The Contractor shall develop an infrastructure which includes, but is not limited to:
 - 1.2.1. Creating and implementing outreach and marketing resources to all early childhood programs, including center-based and family child care, with a focus on infant/toddler programs and infant/toddler professionals, in order to promote T.E.A.C.H. NH;
 - 1.2.2. Creating and establishing a T.E.A.C.H. NH Advisory Committee under the guidance and expertise of the National Center to include NH early childhood stakeholders;
 - 1.2.3. Providing scholarships and stipends to T.E.A.C.H. NH recipients;
 - 1.2.4. Providing support and mentoring for T.E.A.C.H. NH recipients in their efforts to obtain a Child Development Associate credential (CDA) leading to an Associate's Degree, or an Associate's Degree in Early Childhood Education;
 - 1.2.5. Providing support and mentoring for T.E.A.C.H. NH sponsors (participating NH Early Childhood/Child Care Programs);
 - 1.2.6. Establishing and maintaining relationships between the T.E.A.C.H. NH program staff and the T.E.A.C.H. National Center in order to adhere to and embrace the T.E.A.C.H. core values and principles;
 - 1.2.7. Providing the T.E.A.C.H. NH staff with the necessary resources and supports to assist in the facilitation of this project as outlined by the National Center to include specific technology, integration, professional development and technical assistance; and
 - 1.2.8. Creating and establishing a streamlined service delivery system that promotes efficiencies and maximizes resources within all the Child Care Resource and Referral (CCR&R) activities, which include, but are not limited to:
 - 1.2.8.1. Sharing the CCR&R email distribution list;
 - 1.2.8.2. Promoting T.E.A.C.H. NH opportunities at CCR&R meetings and trainings; and

Southern New Hampshire Services, Inc.

Exhibit A-2 Additional Scope of Services

Contractor Initials 8/28/19



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

Exhibit A-2, Amendment #5

- 1.2.8.3. Marketing the T.E.A.C.H. NH Program at early childhood stakeholder meetings and events.
- 1.2.9. The Contractor shall provide scholarships, stipends, support and mentoring to a minimum of twenty-five (25) T.E.A.C.H. NH recipients annually, with priority being given to individuals working in infant and or toddler classrooms in early care/child care programs.
- 1.3. The Contractor shall establish a Department of Labor (DOL) Apprenticeship Program Early Childhood Education and Teaching Preschool Teacher (COP Code13.1210) pursuant to the criteria and timeline established by the NH Early Childhood Impact Project/Career Pathways Strategy Group (see Exhibit A-3).
 - 1.3.1. The Contractor shall recruit a minimum of five (5) apprentices for the DOL Apprenticeship Program
 - 1.3.2. Priority for the DOL Apprenticeship Program shall be given to individuals committed to working with infants and/or toddlers in early care/child care programs.

2. Staffing

- 2.1. The Contractor shall hire qualified staff to implement the T.E.A.C.H. NH Program. Qualifications shall include, but are not limited to:
 - 2.1.1. The T.E.A.C.H. NH Counselor must have a minimum of a Baccalaureate Degree in Early Childhood Education (ECE), Child Development, Child and Family Studies or in a related field with twenty-four (24) ECE credits; and
 - 2.1.2. The T.E.A.C.H. NH Counselor must have at least five (5) years' experience working in an early childhood setting serving children from birth through age eight (8) years old with preferred two (2) years' experience in mentorship, coaching, counseling and/or admissions.
- 2.2. The Contractor shall hire qualified staff to implement the DOL Apprenticeship Program. Qualifications shall include, but are not limited to:
 - 2.2.1. The DOL Apprenticeship Program Coordinator must have a minimum of a Baccalaureate Degree in Early Childhood Education or a related field with eighteen (18) ECE credits; and
 - 2.2.2. The DOL Apprenticeship Program Coordinator must have a minimum of two (2) years' experience working in an early childhood setting, or;
 - 2.2.3. The DOL Apprenticeship Program Coordinator must have an Associate's degree in Early Childhood Education with at least five (5) years' experience in lieu of a Baccalaureate Degree, with the approval of the Contractor's Child Development Director.

Southern New Hampshire Services, Inc.

Exhibit A-2 Additional Scope of Services

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

Exhibit A-2, Amendment #5

3. Reporting

3.1. The Contractor shall submit quarterly reports electronically no later than the fifteenth (15th) day of the month following the end of each quarter, in a format provided by the Department that includes the Deliverables listed in Section 5.

4. Work Plans

- 4.1. Work plans shall be submitted to the Department within forty-five (45) days of the approval of this contract for each component of this contract. The Work Plans shall include:
 - 4.1.1. Objectives, activities and a timeline for the T.E.A.C.H. NH Program; and
 - 4.1.2. Objectives, activities and a timeline for the DOL Apprenticeship Program.

5. Deliverables

- 5.1. The Contractor shall ensure that the following deliverables are annually achieved and monitored quarterly:
 - 5.1.1. The Contractor shall submit the Work Plans listed in Section 4 no later than forty-five (45) days from the Amendment #5 effective date.
 - 5.1.2. The Contractor shall implement the objectives, activities and timelines as specified in the Work Plans.
 - 5.1.3. Annually, the Contractor shall develop and submit to the DHHS, a corrective action plan for any deliverable that was not achieved.

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Early Childhood Workforce Impact Project Career Pathways Strategy Group

Department of Labor Apprenticeship Program - Early Childhood Education and Teaching Preschool Teacher (CIP Code 13.1210)

Recommendations

Bureau of Child Development and Head Start Collaboration (BCDHSC) will identify funding and staffing to oversee and manage the program (including position, travel and expenses, quality money to support formal coursework and training for mentors and apprentices, stipends, recruitment expenses, and center support). Bureau should determine best approach to staffing whether it be via Bureau staff, current contractor, or via an RFP process.

Apprenticeship program staff will confer with the Impact Project's Career Pathways Strategy Group during implementation. The research done by this group will provide a strong foundation for meeting the expectations of the Department of Labor and establishing a welldeveloped program. This group has drafted the on-the-job competencies and schedule for recommended college coursework.

Implementation Plan

Phase One – Preparation (anticipate 6 months)

- Establish an Early Childhood Apprenticeship Program Advisory Group (appropriate representatives ex. higher education, Spark NH Workforce and Professional Development Committee, Child Care Advisory Council)
- Hire an Apprenticeship Program Coordinator
- Register the Apprenticeship program with the Department of Labor (must have first apprentice in place within one year)
- Establish desired outcomes and performance measures for the apprenticeship program. (in phases, with scalable objectives)
- Create a workplan and timeline for implementation of the apprenticeship program. (recommend using implementation science as a framework)
- Establish an operating budget (responsibility of coordinator under parameters set by **BCDHSC** and Contractor)
- Establish criteria for program participation and situations where a program would be out of compliance
- Establish criteria for trainee apprentices (application, handbook, procedures, reporting
- Approve on-the-job competencies the apprentices will have upon completion, identify skill training protocols mentors will follow, and develop/maintain a monitoring system to track completion.
- Map out formal education track with colleges and universities (college courses to meet licensing standards for lead teacher position) or if research indicates alternative approaches to education and experience are valid a change to Child Care Licensing Rules

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- would be recommended.
- Connect with Child Care Licensing Unit as decisions and recommendations are made for alternative options for lead teacher qualifications.
- For college level courses use BCDHSC scholarships and/or other sources of aid)) so that apprentices receive maximum tuition assistance.
- Identify process for applying prior learning and/or coursework
- Develop an outreach/communications plan to inform and recruit both programs and individuals to the apprenticeship program. Plan should include identification of multiple audiences, method for reaching audience, messages, etc.
- Develop operational policies and procedures (application, handbook, procedures, reporting etc.)
- Develop job descriptions for supervising mentors.

Phase Two – Launch (anticipate 6 months)

- Implement outreach plan.
- Identify child care programs who will hire and sponsor apprentices Department of Labor will lead on TA to register. Work with Lab Schools at college campuses.
- Provide technical assistance to programs to budget for salary increases as apprentices complete steps
- Prepare supervising mentors (a course or seminar on mentoring) approve stipends for their involvement
- Recruit apprentices and match with employers or assist employers with potential hires they identify
- For trainees without a high school diploma assist in fulfilling approved pre-apprentice requirement (ESOL, Job Core, TANF, CTE, Work Ready NH, or GED)
- Approve apprentice candidates and launch program (Expenses for mentor stipends will depend on startup projections and expansion efforts)

Phase Three - Expansion

- Work with the BCDHSC to propose and obtain funding to scale up the program including a full-time position, increased stipends, and expansion of sites and trainees.
- Manage program, provide reports and ensure compliance of all aspects of the program including update (when necessary) on-the-job competencies, policies, and approved coursework.

Early Childhood Apprenticeship Program Advisory Group

- Advocate for the apprenticeship program & increase its visibility
- provide informed input as policies and procedures are developed and activities are implemented
- Engage partners and inform the early childhood community
- Advise coordinator in decision making processes for implementation and compliance of program outcomes

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Early Childhood Apprenticeship Program Apprenticeship Program Coordinator Job Description

Overall responsibilities: Oversight of the implementation, management, and sustainability of a statewide apprenticeship program for early childhood education in coordination with the US Department of Labor (DOL).

Duties include but are not limited to:

- Coordinate all processes with US Department of Labor, NH representative
- Staff and convene the Early Childhood Apprenticeship Program Advisory Group
- Establish criteria and application process for programs, mentors, and apprentices
- Create and maintain manual for expectations, processes, and tracking
- Facilitate recruitment of programs and apprentice candidates; develop informational materials and web presence
- Review and approve applications for all aspects of program participation
- Review and approve applications for apprentice candidates including determination if candidate must complete a pre-apprentice program before being accepted.
- Establish criteria for successful completion of apprenticeship requirements and all necessary forms, tools (ex. journals, portfolio, artifacts, files, observations) and evaluation materials
- Identify parameters for application of prior learning to competencies, hours, and coursework
- Create or identify and implement mentor training (ex. course or seminar)
- Track data required for completion of competencies, hours, and coursework for apprentices and report to DOL
- Monitor and evaluate the desired outcomes and performance measures for the apprenticeship program and report to the BCDHSC
- Monitor budget for expenses, mentor stipends, and any other affiliated costs
- Schedule and host mentor and apprentice collaboratives and networking (statewide or regionally) for the purpose of fostering retention and peer support
- Monitor how the apprenticeship is working for programs, apprentices and mentors.
 Identify successes
- Identify barriers to participation or progress from program, apprentice and mentor vantage points
- Reduce the barriers.
- Use data to make adjustments/improvements
- Monitor program compliance and impose sanctions when appropriate
- Fulfill other duties as identified

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Exhibit A-3 Amendment #5

Budget - Annual

Coordinator Salary (50% time)	35,000
Fringe (42.3%)	14,800
Travel	4,500*
Mentor Stipends @\$1,000 annual	5,000* (pilot year 5 sites, 5 apprentices)
Supplies	<u>700</u>
Total	60,000

^{*}travel and stipends variable during initial phase

NH EC Workforce Impact Project/ Career Pathways/TMc

Final, Approved 7/22/2019

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New Hampshire Department of Health and Human Services CHILD CARE RESOURCE AND REFERRAL SERVICES

Exhibit B, Amendment #5

Method and Conditions Precedent to Payment

- 1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
- This Agreement is funded with federal funds as follows: 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, Federal Award Identification Number (FAIN) # 2001NHCCDF.
- 3. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
- 4. Payment for said services shall be made quarterly as follows:
 - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-6, Amendment #5, Budget Sheet through Exhibit B-9, Amendment #5, Budget Sheets.
 - 4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day following the end of each quarter, which identifies and requests reimbursement for authorized expenses incurred in the prior quarter.
 - 4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
 - 4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
- The Contractor shall keep detailed records of their activities related to Departmentfunded programs and services and have records available for Department review, as requested.
- 6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

Exhibit B, Amendment #5

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New Hampshire Department of Health and Human Services CHILD CARE RESOURCE AND REFERRAL SERVICES

Exhibit B, Amendment #5

7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DHHS.ChildDevelopment@dhhs.nh.gov, or invoices may be mailed to:

Financial Administrator
Department of Health and Human Services
Division of Economic and Housing Stability
129 Pleasant Street
Concord, NH 03301

- 8. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
- 9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of noncompliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
- 10. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

Exhibit B, Amendment #5

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RFP-2016-DCYF-01-A05

New Hampshire Department of Health and Human Bervioes
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD
Assertions of Fine Date of The Computer Compu

nource and Raterral Services (TEACH Program)

Budget Parted: SFY 2020 (3/15/10 to 6/30/20)

		otal Program Cost		Ćo	ntractor Share / Match		Funded by DHHS contract share				
Line Item	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total		
I. Total Salary/Wages	3 31,808.40	. 5	31,808 40	\$	\$	\$	31,508,40 \$. 5	31,808,4		
Employee Benefits/Payroll Taxes	\$ 14,506.19	. 5	14,506.19	\$	\$ 5	. \$	14,503.19 \$. 3	14,508 1		
Consultants	\$	5	- 1		\$. 8		. 1			
Equipment	\$.			\$	\$ - \$. \$. 5			
Rental	\$ - 1.	5			\$. 3	. 5	. 1			
Reper and Maintenance	\$				\$ 3						
Purchase/Depreciation	\$ 6,000.00		8,000.00		\$. \$		6,000,00 \$		6,000 0		
Succèse:	\$, , ,		1	\$ \$		- \$				
Educational	\$	· 5	- 1	1	\$ - \$	- 3	- 3	. 3			
Lab	3	5 .			\$. \$. \$. 5			
Phermacy	1	š	-	\$	\$ \$		3	- 5			
Medical	[\$ []			\$.	\$ 5	. \$	- \$				
Office	8 8,000,00	- 5	8,000.00	\$.	\$. 1	8,000,00 \$. 3	8,000.0		
Travel	\$ 9,050,00		9.050.00	\$	\$ \$		9.050.00 \$		9,060 0		
Occupancy	\$ 4,500.00		4,500 00	5	\$		4.500.00 \$		4,500 0		
Current Expenses	3	. \$		\$.	\$ 5						
Telephone	\$ 900.00		900.00	\$ ·	\$ 1		900.00 \$. 1	900.0		
Postage	\$ 900.00		900.00	\$	\$		900.00 \$. \$	900.0		
Subscriptions	3	. 3	- 1	\$.	\$ 8		\$. 3			
Audt and Legal	8 - 1	\$		\$	\$ 5		. \$. 3			
neurance	i	. 5		ş ·	\$ · 3	. 1	. \$. 1			
Board Expenses	1 1	3	-	\$	\$ 8	. 3	. \$	- 3			
Printing	\$ 4,000.00	i . \$	4,000.00	\$ ·	\$. \$		4,000.00 \$		4,000.0		
Advertising	3 675.00		675.00	\$ ·	\$ 5	. 5	675,00 \$. 5	675.0		
Licensing/Consultation Fees	\$ 5,219.00	\$	5,219 00	\$.	\$ \$. 1	5.219.00 \$		5 219 0		
Boftwere	S - 1			\$.	s · 3	. 18	. 3	. 3	•		
10. Marketing/Communications	S - 1	. 3		ş .	\$ 5	. \$. \$	- 3	-		
Steff Education and Training	\$ 550.00		550.00	3	8 8	. 5	550.00 \$	- 1	550.0		
2. Subcontracts/Agreements	S	\$		ş ·	5 5	. 1	. 5				
3. Other (specific details mandatory):	3	3	-	\$.	3 3	. 3	- 3	- 1			
cholarships/stipends/supports	\$ 93,236,00	1	93,233 00	\$ ·	\$ \$	- 1	93,236,00 \$	- \$	93,236.0		
Ascellaneous Costs	\$ 2,804,41	3	2,804 41	\$.	1 . 1	· 8	2.804.41	\$	2,804 4		
ndirect Costs	3	17,851 00 \$	17.851.00	\$	8 8	3	\$	17,851.00 \$	17.851.0		
			-	\$	\$ 5	. 1	. \$	· \$	-		
TOTAL	\$ 182,149.00 1	17,851,00 \$	200,000.00	š .	\$. \$. 1	182,149,00 \$	17,851,00 \$	200,000.0		
ndirect As A Persont of Circuit		0.05									

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD INTERPRESENTATION OF THE PROCESS OF THE

ut ter; Child Cure Resource and Reterral Services (TEACH Program)

	1	otal Program Cost			intractor Share	Match		Funded by DHHS contract share					
ing Item	Direct	Indirect	Total	Direct	Indirect		Total	Direct	indirect	Lotal			
Total Salery/Wages	\$ 43,815.00	\$ 5	43,615.00		\$. 3		43,615,00 \$	- [\$	43,615.0			
Employee Benefits	\$ 20,912,15	\$ <u>\$</u>	20,912.15			. 3		20,912.15	- \$	20,912			
Consultants	1	\$			\$. 5	• [3	\$ \$. \$				
Equipment:	5 .	\$			8	. 8			. \$				
Rental	5 .	5 3		,	3	. 3			- \$				
Repair and Maintenance	1 \$	3 3			\$. 5							
Purchase/Degreciation	\$ ·	5 5	- 1		3	. 8							
Buccries:	\$ ·	3 - 3	. 1		3	. 5			. 5				
Educational	1	3			\$	- \$.):	1	- \$				
Lab	8 -	\$			3	. \$							
Phermacy	5	5 - 8	- 1		3	. \$		3	- 3				
Medical		\$. 8			\$	- \$	• []		. 3				
Office	8 3,000.00	5 · 3	3,000,00		3	- \$		3,000.00 \$		3,000			
Travel	\$ 6,250.00	1	8,250,00		\$	- 13	- 1	6,250.00 8	- 5	6,250			
Occupency	\$ 6,000,00	\$. 1	8,000 00 1		\$	- \$		6,000.00 8	. 3	6,000			
Current Expenses	\$.	\$			\$	· 3		. 5	. \$				
Telephone	\$ 1,200.00	3 3	1,200.00 1		\$	- 3		1,200.00 5	. 5	1,200			
Postage	\$ 1,200.00	\$ · \$	1,200 00 1	,	\$. \$		1,200.00 \$. 5	1,200			
Subscriptions	\$	\$. \$			ş	. \$, 1		. 3				
Audit and Legal	\$ -	\$ 5		-	\$	- \$	- [3					
neurance	3 .	\$. 5			\$	- \$		\$	- 5				
Board Expenses	3 -	\$ 5			\$. 3			\$				
Printing	\$ 2,945.85	\$	2,945,65		\$	- \$	- 1	2,946.85 \$	- 1	.2.945			
Advertising	\$ 900.00	\$. \$	900.00		\$	- \$	- 1	900.00 3	- \$	900			
Liceraing/Consultation Face	8 2,339 00	3	2,339.00		\$	- \$	• 1	2 339 00 3	- 1	2,339			
8oftware		\$			\$	- \$			- 3				
Marketing/Communications		\$			\$. 5							
Staff Education and Training	\$ 550.00	\$ 8	550.00			. 1		550.00 \$. [3	550			
Subcontracts/Agreements		\$	•		\$	- 3	13	i	- 3				
Other (specific details mandatory):	8 -	\$. \$		•	\$. 8		\$. \$				
cholarshipa/stipenda/supports	\$ 93,235.00	\$	93,238,00		3	. 8	- 1	93,230.00 \$	\$	93,233			
scellaneous Costs	1 .	\$. \$				1	:	_					
direct Costs	1	17,851.00 \$	17,851.00		1	1		L 1	17,851.00 \$	17,851			
TOTAL	8 182,149,00		200,000,00		1	- 1		182,149,00 \$	17.851.00 \$	200,000			

Southern New Hempetits S RFP2016-DCYF-01-A05 Extent 6-7, Americans #5

- 18/28/19

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD
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INTERPRETATION OF THE PROPERTY OF THE PROPERTY

	I		· - ·I	Contractor Share / Match						Funded by DHHS contract share								
Line Item		Direct	India	ect		Total		Direct		Indirect		Total	_	_ Direct	los) irect		Total
I. Total Salary/Wages	\$	25,938,90	.3		\$	25,938,90	\$		3	•	1		3	25,938.90	1		8	25,938 (
Employee Benefits	. S.	11,247.53			4	11,247.53	1		۰	•	4		1	11,247,53	,		1	11,247.5
. Consultants	- \$		3	,			3		*		\$.		\$	-	*	-	3	-
Equipment	3		3				\$		*	•	\$		7	-	1		3	
Rental	\$		1	•	•		.\$.		*		ş		ì		3	-	3	
Repair and Maintenance	- 3		1			_ = = = = = = = = = = = = = = = = = = =	\$		*		3		7	•]	\$	•	1	
Purchase/Depreciation	\$		\$	•	\$	4.	.\$		\$	- 1	\$	•	3	•	3		8	
Supplies:	.] .\$.		3		-		8		*		3		3	-	1		1	
Educational	3		3	•	\$		\$		\$		\$	•	1		\$		3	
Lab	\$		\$		3		3		\$		\$		3		\$		8	
Phermacy	3		\$	-	4		1	-	\$		3		3	•	\$	•	3	
Medical	\$		š	-	-		1		*	- 1	3		3		\$. •	1	
Office	. 3	2,000.00	\$		\$	2,000.00	1		\$. \$		3	2,000 00	3	•	5	2,000
Travel	1 \$	4,500.00	\$		\$	4,500.00	1		\$	•	1		î	4,500,00	\$		1	4,500
Occupancy	S	3,375 00	S		\$	3,375 00	3		\$	-	1		1	3,375,00	\$		3	3.375
Current Expenses	3		\$	•	\$		5		\$		\$		1		\$		3	-
Telephone	1 8		1		\$. i	3		1		7		7	-	\$	-	3	
Postage	3		5	•	\$		3		ş		\$		1		\$	-	\$	
Subscriptions	1 8	•	5		\$		ş		\$		7		1		\$		3	-
Audit and Legel	1 \$		\$,	\$	•	\$	•	\$	•	7		1		\$	•	\$	-
Insurance	1 3		\$.	•	ş		\$.		. \$		1		1		ş	•	\$	
Board Expenses	- 5		3	•	\$	7	1		3.		ī		ī		\$		\$	
Software	. 3	•	\$		•		3				1		1		\$	•	\$	
Marketing/Communications	1		\$		5	-	\$		3		1		1		\$	•	\$	
1. Staff Education and Training	3		5		3		\$	•	•		3	•	7		3		\$	-
2. Subcontracts/Agreements	3		5		1		1		8		8	•	3		3		8	-
Other (specific details mandatory):	\$		1		3	. •	\$		1	•	1	•	5	•	3		1	
lentor Stipends	\$	5,000,00	3	•	3	5,000,00			*		\$		1	5,000.00	\$		3	5,000
liscellaneous Costs	1.8	2,583,57	8		\$	2.583.57	1		1		Ł		ı	2,583.57	1	•	8	2.583
rdirect Costs	\$		8	5,355 00	1	5,355,00	1	•	3	-	\$	· ·	7		1	5,355.00		5,355
TOTAL	13	\$4,845.00	3	3,355.00	\$	60,000,00			-		•		7	54,845,00	1	3,353.00	3	60,000.

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Estate 6-4

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD
Instructional Legicol for Direction (Instruction Control of Con

Contractor name: Southern New Hampohire Services, Inc.

Budget Request for: Child Core Resource and Reternal Services (DOL Apprenticeship)

Budget Period: SFY 2021 (7/1/20 to 6/36/2:

			Contrac	ior Share / Mat	ch	Funded by DHHS contract share					
ine Item	Direct	Total Program Cost Indirect	Total	Direct		Indirect	Total		Direct	Indirect	Total
. Total Salary/Wages	\$ 25,370.80	\$ -	\$ 25,370.60	\$.	1		.	3	25,370.80	\$	\$ 25,370
Employee Benefits	\$ 14,320,47	\$ -	\$ 14,320.47	3	3		3	\$	14 320 47		\$ 14,320
Consultants	3 .	\$	\$ -		\$		\$ ·	\$		\$.	\$
Equipment	3 -	\$				•	.	1		\$ ·	\$
Rental	3	\$	\$	\$	S		\$	3		\$.	\$
Repeir and Maintenance	\$	\$ ·		3 .	\$.	1.1		\$ ·	
Purchase/Depreciation	3 -	\$ -		\$	\$		\$	\$		\$	5
Supplies:	\$	1 \$	1	3	3		\$	1	• 1	\$	<u></u>
Educational	\$ -	\$.		3 .	3		\$ -	\$		\$.	.
Lab	\$	\$	\$	\$	3	-	\$	3		Ł	3
Pharmacy	. ·	\$ -			\$		\$.	\$		\$ <u>.</u>	<u> </u>
Medical	\$.	3	\$ ·		- 1		\$.	3	· · · · · · · · · · · · · · · · · · ·	\$.	<u> </u>
Office	\$ 953.73	I 5	\$ 953.73		\$		\$	3	953.73	ş ·	\$ 953
Travel	\$ 4,500,00	\$	\$ 4,500,00		\$		3 ·	\$	4,500.00	\$.	\$ 4,500
Occupancy	\$ 4,500 00	\$	\$ 4,500.00		. \$		\$		4,500.00	<u>. </u>	\$ 4,500
. Current Expenses	\$	\$	\$.		\$.		<u> </u>	\$	- 1	\$ <u></u>	\$
Telephone	\$.	\$	\$ ·	1			<u> </u>	\$		\$.	<u>.</u>
Postage	\$	\$	\$	3			\$	3		\$	\$
Subscriptions	\$.	\$	s .	\$	\$		\$	\$	· I	\$.	\$
Audt and Legal	\$	\$	5 -	3	\$		<u> </u>	\$		<u> </u>	<u> </u>
Insurance	\$	\$	5	3 .		- 1	\$	\$		\$	\$
Board Expenses	\$	\$	\$.	\$.			<u> </u>	\$	·_	<u>.</u>	\$
Software	\$	\$.	\$	\$.			<u>; </u>	3		\$ -	<u> </u>
Marketing/Communications	\$	\$	\$	\$.			<u>. </u>	ş		<u> </u>	\$ <u>.</u>
Staff Education and Training	\$ ·	\$, .	\$	š	-	<u> </u>			<u> </u>	3
2 Subcontracts/Agreements	\$.	\$ -		3			<u> </u>				<u> </u>
Other (specific details mandatory):		13	\$ ·	\$		•	<u> </u>	\$	-	.	3
Aentor Stipends	\$ 5,000.00	\$.	\$ 5,000.00				<u> </u>		5,000.00	\$.	\$ 5,000
ndirect Costs	\$	\$ 5,355.00	\$ 5,355.00	3	3		\$	1.5		\$ 5,355,00	§ 5,355
	1 \$.	\$		\$.	1.5		<u> </u>	1	•	ş .	5
TOTAL	\$ 54,645,00	\$ 5,355.00	\$ 60,000,00	1 •	- 5		s .	5	54,645.00	\$ 5,355.00	\$ 60,000

Southern New Hampshire Services, Inc. RFP2018-DCYF-01-A05 Exhat 6-6 Page 1 of 1 Dam 8/28/19



DHHS Information Security Requirements

A. Definitions

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

- "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- 2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
- "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.
 - Confidential Information also includes any and all information owned or managed by the State of NH created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
- 4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
- 5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
- 6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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DHHS Information Security Requirements

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

- 7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
- 8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
- 9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- 10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
- 11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
- 12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

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

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Exhibit K
DHHS Information
Security Requirements
Page 2 of 9



DHHS Information Security Requirements

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

Contractor Initials

Date

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Exhibit K
DHHS Information
Security Requirements
Page 3 of 9





DHHS Information Security Requirements

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

- 9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
- 10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
- 11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

- 1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
- The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
- The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
- The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

Contractor Initials

Exhibit K **DHHS Information** Security Requirements Page 4 of 9



DHHS Information Security Requirements

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

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

B. Disposition

- If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88. Rev 1. Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
- 2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
- 3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 - The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 - 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

Contractor Initials

Date 6/28/1

Exhibit K
DHHS Information
Security Requirements
Page 5 of 9



DHHS Information Security Requirements

- 3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
- 4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- 5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
- 6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
- 7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
- 8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
- 9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
- 10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
- 11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

Contractor Initials 8/28/19

V5. Last update 10/09/18

Exhibit K **DHHS Information** Security Regulrements Page 6 of 9





DHHS Information Security Requirements

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

- 12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including. but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
- 13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
- 14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
- 15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
- 16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI. PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

Contractor Initials

Exhibit K **DHHS Information** Security Requirements Page 7 of 9



DHHS Information Security Requirements

- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

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

Exhibit K
DHHS Information
Security Requirements
Page 8 of 9

Contractor Initials

Date 8/28/19



DHHS Information Security Requirements

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

Exhibit K
DHHS Information
Security Requirements
Page 9 of 9

Contractor Initials _

Date 8/28/19

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 registered to transact business in New Hampshire on May 28, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65506

Certificate Number: 0004499674



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 17th day of April A.D. 2019.

William M. Gardner

Secretary of State

CERTIFICATE OF VOTES

(Corporate Authority)

I,	Orville Kerr	, Clerk/Secretary of Southern New Hampshire Services, Inc.
	(name)	(Corporation name)
(herei	nafter the "Corpo	oration"), a New Hampshire corporation, hereby certify that: (1) I am the duly
minut books	e books of the Co ; (4) that the Boa	k/Secretary of the Corporation; (2) I maintain and have custody and am familiar with the orporation; (3) I am duly authorized to issue certificates with respect to the contents of such rd of Directors of the Corporation have authorized, on September 8, 2018, such authority
to be i	n force and effec	t until June 30, 202/ (date) (contract termination date)
The po	erson(s) holding t ration any contra	the below listed position(s) are authorized to execute and deliver on behalf of the ct or other instrument for the sale of products and services:
	Donnalee Loze	au Executive Director
	(name)	(position)
	James Chaisson	Chief Fiscal Officer
	(name)	(position)
	Ryan Clouthier	
((name)	(position)
	Ron Ross	Housing Fiscal Officer
((name)	(position)
law an	d the by-laws of t	toard of Directors was held in accordance with New Hampshire (state of incorporation) the Corporation; and (6) said authorization has not been modified, amended or rescinded are and effect as of the date hereof.
		OF, I have hereunto set my hand as the Clerk/Secretary of the corporation this Clerk/Secretary
STATE	OF	NEW HAMPSHIRE
COUN	TY OF	HILLSBOROUGH
On this undersitheshe/he	day of gned Officer, per Secretary	rsonally appeared Orville Kerr who acknowledged her/himself to be of Southern New Hampshire Services, Inc., a corporation and that being authorized to do so, executed the foregoing instrument for the
N WII	NESS WHERE	OF, I hereunto set my hand and official seal.

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



CERTIFICATE OF LIABILITY INSURANCE

8/27/2019

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

⊢	REPRESENTATIVE OR PRODUCER, A										
∮ I	MPORTANT: If the certificate hold f SUBROGATION IS WAIVED, subjuichls certificate does not confer rights	ect t	o the	terms and conditions of	f the no	dicy, certain	policies ma	NAL INSURED provis y require an endorsen	lons d	or be endorsed. A statement on	
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	B International New England			CONTACT AME: PHONE (A/C, No. Ext): (781) 792-3200 FAX (A/C, No.):(781) 792-3400							
600) Longwater Drive rwell, MA 02061-9146				(A/C, N	o, Ext): (781)	792-3200	(A)C, N	_{o):} (78	11) 792-3400	
NO	rwell, MA 02061-9146				E-MAI	•					
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	40 Pine Street				INSURI						
	Manchester, NH 03103				INSUR						
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SOUTHERN NEW HAMPSHIRE SERVICES

The Community Action Partnership for Hillsborough and Rockingham Counties

Helping People. Changing Lives.

MISSION STATEMENT

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

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

- A. To provide a range of services and activities having a measurable and potentially major impact on causes of poverty in the community or those areas of the community where poverty is a particularly acute problem.
- B. To provide activities designed to assist low-income participants including homeless individuals and families, migrants, and the elderly poor to:
 - 1. Secure and retain meaningful employment
 - 2. Attain an adequate education
 - 3. Make better use of available income
 - 4. Obtain and maintain adequate housing and a suitable living environment
 - 5. Obtain emergency assistance through loans or grants to meet immediate and urgent individual and family needs, including the need for health services, nutritious food, housing, and employment related assistance
 - 6. Remove obstacles and solve problems which block the achievement of self-sufficiency
 - 7. Achieve greater participation in the affairs of the community, and
 - 8. Make more effective use of other programs related to the purposes of the enabling federal legislation.
- C. To provide on an emergency basis for the provision of such supplies and services, nutritious foodstuffs, and related services, as may be necessary to counteract conditions of starvation and malnutrition among the poor.
- D. To coordinate and establish linkages between governmental and other social service programs to assure the effective delivery of such services to low-income individuals.
- E. To encourage the use of entities in the private sector of the community in efforts to ameliorate poverty in the community.

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SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE SINGLE AUDIT REPORT YEAR ENDED JULY 31, 2018

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SINGLE AUDIT REPORT

YEAR ENDED JULY 31, 2018

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Financial Report	

Mark R. Carrier, C.P.A. Michael R. Dunn, C.P.A. Jonathan A. Hussey, C.P.A., M.S.T. Steven R. Lamontagne, C.P.A.

Gary W. Soucy, C.P.A. Gary A. Wigant, C.P.A. C. Joseph Wolverton, Jr., C.P.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. and Affiliate 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 affiliate, which comprise the combined statement of financial position as of July 31, 2018, 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 January 17, 2019.

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 affiliate's combined financial statements are free from material misstatement, we performed tests of their 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

January 17, 2019 Lewiston, Maine Mark R. Carrier, C.P.A. Michael R. Dunn, C.P.A. Jonathan A. Hussey, C.P.A., M.S.T. Steven R. Lamontagne, C.P.A.

Gary W. Soucy, C.P.A. Gary A. Wigant, C.P.A. C. Joseph Wolverton, Jr., C.P.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 the Uniform Guidance

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

Report on Compliance for Each Major Federal Program

We have audited Southern New Hampshire Services, Inc. (the Organization) and affiliate's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Southern New Hampshire Services, Inc. and affiliate's major federal programs for the year ended July 31, 2018. Southern New Hampshire Services, Inc. and affiliate'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 federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Southern New Hampshire Services, Inc. and affiliate'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 the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Southern New Hampshire Services, Inc. and affiliate'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. and affiliate's compliance.

1111 Lisbon Street • Lewiston, Maine 04240 • Telephone: (207) 786-0328 • FAX: (207) 783-9377 • www.oacpas.net

Opinion on Each Major Federal Program

In our opinion, Southern New Hampshire Services, Inc. and affiliate complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended July 31, 2018.

Report on Internal Control over Compliance

Management of Southern New Hampshire Services, Inc. and affiliate 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. and affiliate's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Southern New Hampshire Services, Inc. and affiliate's internal control over compliance.

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

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, 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 the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by Uniform Guidance

We have audited the combined financial statements of Southern New Hampshire Services, Inc. and affiliate as of and for the year ended July 31, 2018, and have issued our report thereon dated January 17, 2019, 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 the Uniform Guidance and is not a required part of the combined financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the combined financial statements. The information has been subjected to the auditing procedures applied in the audit of the combined financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the combined financial statements or to the combined financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the 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

January 17, 2019 Lewiston, Maine

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FISCAL YEAR ENDED JULY 31, 2018

Federal Grantor Pass-through Grantor Program or Cluster Title	Federal CFDA Number	Pass-Through Identifying Number	Subrecipient Expenditures	Federal Expenditures	
FEDERAL AWARDS					
U.S. Department of Agriculture: Pass-Through State of New Hampshire Department of Health and Human Services WIC Special Supplemental Nutrition Program for Women,					
Infants and Children	10.557 10.557	184NH703W1003 174NH703W1003	S -	\$ 1,266,078	
WIC Grants to States	10.578	174NH781W5413		30,400	
Pass-Through Belknap Merrimack Community Action Program Commodity Supplemental Food Program Pass-Through State of New Hampshire Department of	10.565 10.565	201818Y800544 201919Y800544		120,535 9,185 129,720	
Education					
Child and Adult Care Food Program	10.558	1		1,033,234	
Summer Food Service Program for Children	10.559			96,565	
Total U.S. Department of Agriculture			<u>s</u> -	\$ 2,670,556	
U.S. Department of Housing and Urban Development: Direct Program Section 8 Moderate Rehabilitation Single Room Occupancy	14.249			\$ 388,630	
Pass-Through State of New Hampshire Department of Health and Human Services					
Emergency Solutions Grant Program	14.231	E17-DC-33-0001		60,563	
Pass-Through Belknap Merrimack Community Action Program					
Lead-Based Pant Hazard Control in Privately-Owned Housing	14.900			5,000	
Pass-Through the City of Nashua, NH					
Lead-Based Pant Hazard Control in Privately-Owned Housing	14.900	NHLB0574-14			
Total U.S. Department of Housing and Urban Development			<u>s</u> -	\$ 457;163	
Subtotal		٠	<u>s</u> -	\$ 3,127,719	

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FISCAL YEAR ENDED JULY 31, 2018

Federal Grantor Pass-through Grantor	Federal	Pass-Through	.	_	
Program or Cluster Title	CFDA Number	Identifying Number	Subrecipient Expenditures	Federal Expenditures	
Amount Forward			<u>s</u> -	\$ 3,127,719	
U.S. Department of Labor:					
Pass-Through State of New Hampshire Department of					
Resources and Economic Development WIOA Cluster					
WIOA Adult Program	17.258	02-6000618	\$ 212,937	\$ 1,700,555	
WIOA Dislocated Worker Formula Grants	17.278	02-6000618	162,752	1,870,134	
Total WIOA Cluster			375,689	3,570,689	
WIOA National Dislocated Worker Grants / WIA National					
Emergency Grants	17.277	02-6000618	160,360	617,175	
WIOA Dislocated Worker National Reserve Technical					
Assistance and Training	17.281	02-6000618		25,000	
Total U.S. Department of Labor			S 536,049	\$ 4,212,864	
U.S. Department of Energy: Pass-Through State of New Hampshire Governor's Office Office of Energy and Planning					
Weatherization Assistance for Low-Income Persons	81.042	EE0006169		S 855,044	
	• • • • • • • • • • • • • • • • • • • •	EE0007935		20,984	
				876,028	
Emergency Food and Shelter National Board Program	97.024	592600-007		10,646	
Total U.S. Department of Energy:			<u>s</u> -	\$ 886,674	
U.S. Department of Education:					
Pass-Through State of New Hampshire Department Of Education					
Adult Education - Basic Grants to States	84.002	67011-ABE		\$ 113,841	
	84.002	67011-ABE		35,798	
	84.002	67011-ABE		93,755	
	84.002	67011-ABE		47,509	
Total U.S. Department of Education			<u>s</u> -	\$ 290,903	
Corporation for National and Community Services:					
Direct Program		•			
Retired and Senior Volunteer Program	94.002	17SRANH002	<u> </u>	\$ 106,968	
Total Corporation for National and					
Community Services			<u>s</u> -	\$ 106,968	
Subtotal			<u>\$ 536,049</u>	\$ 8,625,128	

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FISCAL YEAR ENDED JULY 31, 2018

Federal Grantor Pass-through Grantor Program or Cluster Title	Federal CFDA Number	Pass-Through Identifying Number	Subrecipient Expenditures	Federal Expenditures
Amount Forward			\$ 536,049	\$ 8,625,128
U.S. Department of Health and Human Services: Direct Program Head Start	93.600 93.600	01CH2057-05-00 01HP0009-03-01	.s.	\$ 6,239,782 326,680 6,566,462
Pass-Through State of New Hampshire Office of Energy and Planning		1		
Low-Income Home Energy Assistance	93.568 93.568	G-17B1NHLIEA G-18B1NHLIEA		1,323,955 9,126,358 10,450,313
Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	93.044	17AANHT3SP		18,143
Pass-Through State of New Hampshire Department Of Health and Human Services				
Temporary Assistance for Needy Families	93.558 93.558	2017G996115 2018G996115	639,059 53,575 692,634	2,770,651 232,776 3,003,427
Community Services Block Grant	93.569	G-17B1NHCOSR		1,525,321
Community Services Block Grant Discretionary Awards	93.570	G-17BINHCOSR		65,951
CCDF Cluster Child Care and Development Block Grant	93.575	2017G996005		884,685
Child Care Mandatory and Matching Funds of The Child Care and Development Fund	93.596	2017G999004		1,149,612
Total CCDF Cluster				2,034,297
Pass-Through Manchester Community Health				,
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	1H79SM061289	·	23,981
Total U.S. Department of Health and Human Services			\$ 692,634	\$ 23,687,895
U.S. Department of Homeland Security: Passed-through Regional United Way Agency Emergency Food and Shelter National Board Program	97.024		<u>s</u> -	\$ 11,000
Total U.S. Department of Homeland Security			<u>s</u> -	\$ 11,000
TOTAL EXPENDITURES OF FEDERAL AWARDS			S 1,228,683	\$ 32,324,023

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

YEAR ENDED JULY 31, 2018

NOTE 1: BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of Southern New Hampshire Services, Inc. and affiliate under programs of the federal government for the year ended July 31, 2018. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Southern New Hampshire Services, Inc. and affiliate, it is not intended to and does not present the financial position, changes in net assets, or cash flows of Southern New Hampshire Services, Inc. and affiliate.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

Pass-through entity identifying numbers are presented where available.

NOTE 3: 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, 2018.

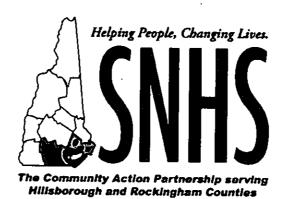
NOTE 4: INDIRECT COST RATE

Southern New Hampshire Services, Inc. and affiliate has negotiated an indirect cost rate of 8.60% with the Department of Health and Human Services.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

YEAR ENDED JULY 31, 2018

Section I	Summary of Auditor's Results		
Financial Sta	tements		
Type of audito	or's report issued:		Unmodified
	ol over financial reporting: kness(es) identified?	Yes	√_No
Significant d	eficiency(ies) identified?	Yes	None reported
Noncomplia	nce material to financial statements noted?	Yes	√No
Federal Awa	rds .		J
Internal contro Material we	ol over major programs: akness(es) identified?	Yes	√No
Significant of	deficiency(ies) identified?	Yes	√_None reported
Type of audito	or's report issued on compliance ograms:		Unmodified
to be reported	lings disclosed that are required d in accordance with CFR Section f the Uniform Guidance?	Yes	No
Identification	of major programs:		
Name o	f Federal Program or Cluster		CFDA Number
WIOA Child a	Cluster Cluster and Adult Care Food Program acome Home Energy Assistance		93.575/93.596 17.258/17.278 10.558 93.568
Dollar thresholder Type A and	old used to distinguish between Type B programs:	,	<u>\$970,534</u>
Auditee qualif	fied as low-risk auditee?	. √ Yes	No
Section II	Financial Statement Findings		
No matters are	e reportable.		<i>;</i>
Section III	Federal Award Findings and Questioned	l Costs	
No matters are	e reportable.		



COMBINED FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION

FOR THE YEARS ENDED JULY 31, 2018 AND 2017

FINANCIAL STATEMENTS

JULY 31, 2018 AND 2017

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Mark R. Carrier, C.P.A. Michael R. Dunn, C.P.A. Jonathan A. Hussey, C.P.A., M.S.T. Steven R. Lamontagne, C.P.A.

Gary W. Soucy, C.P.A. Gary A. Wigant, C.P.A. C. Joseph Wolverton, Jr., C.P.A.

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors Southern New Hampshire Services, Inc. and Affiliate 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 affiliate, which comprise the combined statements of financial position as of July 31, 2018 and 2017, 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.

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 affiliate, as of July 31, 2018 and 2017, 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 Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued a report dated January 17, 2019 on our consideration of Southern New Hampshire Services, Inc. and affiliate's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Southern New Hampshire Services, Inc. and affiliate's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering Southern New Hampshire Services, Inc. and affiliate's internal control over financial reporting and compliance.

Ouellette & Associates, P.A. Certified Public Accountants

January 17, 2019 Lewiston, Maine

COMBINED STATEMENTS OF FINANCIAL POSITION

JULY 31, 2018 AND 2017

ASSETS	-	
•	2018	2017
CURRENT ASSETS		
Cash	\$ 5,699,842	\$ 5,889,396
Investments	9,085,663	8,375,305
Contracts receivable	4,165,520	3,790,824
Accounts receivable	836,174	590,607
Prepaid expenses	90,163	75,410
Under applied overhead	67,750	113,924
Total current assets	19,945,112	18,835,466
FIXED ASSETS		
Land	2,571,794	2,313,783
Buildings and improvements	11,610,610	10,429,907
Vehicles and equipment	1,278,185	1,285,271
Total fixed assets	15,460,589	14,028,961
Less - accumulated depreciation	4,964,258	4,720,487
Net fixed assets	10,496,331	9,308,474
OTHER ACCETS		
OTHER ASSETS Restricted cash	402,738	211,188
TOTAL ASSETS	\$ 30,844,181	
V.	3 30,644,161	\$ 28,355,128
LIABILITIES AND NET	<i>ASSETS</i>	
CURRENT LIABILITIES		
Current portion of long-term debt	\$ 122,582	\$ 121,437
Accounts payable	458,388	471,715
Accrued payroll and payroll taxes	1,102,712	1,330,368
Accrued compensated absences	345,967	326,281
Accrued other liabilities	238,012	347,332
Refundable advances	1,309,098	1,137,688
Tenant security deposits	81,801	68,705
Total current liabilities	3,658,560	3,803,526
LONG-TERM LIABILITIES		
Long-term debt, less current portion	3,134,219	2,330,118
TOTAL LIABILITIES	6,792,779	6,133,644
NET ASSETS		
Unrestricted	24,051,402	22,221,484
TOTAL LIABILITIES AND NET ASSETS	\$ 30,844,181	\$ 28,355,128

COMBINED STATEMENTS OF ACTIVITIES

FOR THE YEARS ENDED JULY 31, 2018 AND 2017

·	2018	2017
REVENUES, GAINS AND OTHER SUPPORT	1	
Grant and contract revenue	\$ 36,935,915	\$ 33,840,476
Program service fees	790,570	1,011,973
Local funding	318,992	352,618
Rental income	994,930	945,056
Gifts and contributions	638,712	207,972
Interest and dividend income	271,590	262,258
Unrealized gain on investments	441,314	761,151
Miscellaneous	640,735	633,151
TOTAL REVENUES, GAINS AND OTHER SUPPORT	41,032,758	38,014,655
EXPENSES		
Program services:		
Child development	8,424,337	7,698,835
Community services	1,449,210	1,504,282
Economic and workforce development	7,756,926	8,549,808
Energy	12,777,365	10,052,962
Language and literacy	370,697	344,985
Housing and homeless	238,541	181,366
Nutrition and health	2,486,119	2,390,236
Special projects	1,797,358	1,455,860
Volunteer services	114,704	158,879
SNHS Management Corporation	2,017,381	1,852,665
Total program services	37,432,638	34,189,878
Support services:		
Management and general	1,770,202	1,766,597
TOTAL EXPENSES	39,202,840	35,956,475
CHANGE IN NET ASSETS	1,829,918	2,058,180
NET ASSETS - BEGINNING OF YEAR	22,221,484	20,163,304
NET ASSETS - END OF YEAR	\$ 24,051,402	\$ 22,221,484

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE COMBINED STATEMENT OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED JULY 31, 2018

	Program Services							
Manage and a second a second and Child Development	Community Services	Economic Workforce Development	Energy	Language and Literacy	Housing and Homeless	Nutrition and Health		
EXPENSES Payroll	\$ 4.957,052							
Payroll taxes	4,957,052 408,351	\$ 954,145	\$ 2,665,005	\$ 1,604,803	\$ 260,923	\$ 108,074	\$ 996,641	
Fringe benefits	1,165,602	75,089	211,297	134,215	22,698	8,701	82,048	
Workers comp. insurance		126,449	394,224	368,108	12,404	16,013	205,632	
Retirement benefits	103,257	9,387	6,542	16,946	651	271	32,119	
Consultant and contractual	262,948	84,961	173,276	83,274	6,498	6,622	56,860	
	40,049	26,382	1,534,030	1,575,384	6.614	459	22,816	
Travel and transportation	. 117,346	35,209	64,613	41,310	812	5,490	50,659	
Conferences and meetings		5,071	•	7,585	65	-	4,786	
Occupancy	509,137	57,628	738,328	135,204	24,229	1,020	76,845	
Advertising	9,803	•	8,489	1,442	25	•	150	
Supplies	372,610	20,349	32,178	65,002	11,743	239	57,054	
Equip, rentals and maintenance	21,468	82	39,839	19,776	934	•	23,648	
Insurance	19,453	25,393	6,933	20,120	•	-	6,565	
Telephone	67,962	22,505	46,995	19,322	2,398	420	44,357	
Postage	3,837	201	1,481	34,823	350	82	3,683	
Printing and publications	4,679	673	-	304	1,511	275	224	
Subscriptions	•	635	-	-		-		
Program support	-	16,178	-	29,907	8,176		_	
Interest	11,962		•				_	
Depreciation	54,064	5,920	7,900	13,280	1,144	_	1,468	
Assistance to clients	7,800	-	1,826,232	8,613,799		90,875	528,940	
Other direct expense	246,533	10,013	32,666	18,899	_		294,475	
Miscellaneous	85,920	446	11,094	2.190	9,522	_	5,009	
In-kind	2,269,028	-		-,		_	5,005	
(Gain) Loss on disposal of assets					-	_		
SUBTOTAL	10,738,861	1,476,716	7,801,122	12,805,693	370,697	238,541	2,493,979	
Over applied indirect costs	•			,,	3,0,077	230,041	2,473,777	
Eliminations	(2,314,524)	(27,506)	(44,196)	(28,328)	-		(7,860)	
TOTAL EXPENSES	\$ 8,424,337	\$ 1,449,210	\$ 7,756,926	\$ 12,777,365	\$ 370,697	\$ 238,541	\$ 2,486,119	

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE COMBINED STATEMENT OF FUNCTIONAL EXPENSES (Continued) FOR THE YEAR ENDED JULY 31, 2018

	Program Services						Support Services			
	Special Projects		Volunteer Services		Ma	SNHS nagement rporation	Total Program Services	N	lanagement and General	Total Expenses
EXPENSES			00111003		-	трогалоп	Bettiees		General	Total Expenses
Payroll	\$ 63,3	72	\$ 75,36	3	S	422,932	\$ 12,108,310	S	1,258,069	\$ 13,366,379
Payroll taxes	5,4	33	6,15	9		42,979	996,970		96,197	1,093,167
Fringe benefits	1,4	17	13,77	2		137,202	2,440,853		154,995	2,595,848
Workers comp. insurance	. 2,4	27	18	8		8,844	180,632		4,341	184,973
Retirement benefits	2,3)5	3,17	9		44,515	724,438		113,858	838,296
Consultant and contractual	1,630,1) [44	8		171,365	5,007,648		70,685	5,078,333
Travel and transportation	2,6	55	1,69	8		55,755	375,547		10,124	385,671
Conferences and meetings	3.7)6		-		26,557	47,770		770	48,540
Occupancy	13,8	74		-		470,606	2,026,871		25,489	2,052,360
Advertising		75	2	5		83	20,092		125	20,217
Supplies	3,1	31	2,55	7		9,617	574,530		58,000	632,530
Equip. rentals and maintenance	. (23)	7	•		8,837	114,640		878	115,518
Insurance	1,3	53	1,22	5		34,976	116,019		13,745	129,764
Telephone	2,8	54	1,33	2		14,613	222,758		3,890	226,648
Postage		-	27	j		940	45,668		17,288	62,956
Printing and publications		-	3.	3			7,704		913	8,617
Subscriptions			1,00)		551	2,186		-	2,186
Program support	22,7	32		-		101,335	178,378			178,378
Interest		-		-		43,543	55,505			55,505
Depreciation	25,0	2		-		317,695	426,533		536	427,069
Assistance to clients	19,8	9		-		26,984	11,114,499			11,114,499
Other direct expense	8	7	2,76	7		3,836	610,056		6,398	616,454
Miscellaneous	I.	8	4,60	2		71,187	190,158		1,651	191,809
In-kind		-		-			2,269,028			2,269,028
(Gain) Loss on disposal of assets	(4,1)	(0)		-		2,429	(1,741)			(1,741)
SUBTOTAL	1,797,3	8	114,70	- -		2,017,381	39,855,052	_	1,837,952	41,693,004
Over applied indirect costs		-					-		(67,750)	(67,750)
Eliminations		-		<u>. </u>			(2,422,414)			(2,422,414)
TOTAL EXPENSES	S 1,797,3	8	S 114,70-		S	2,017,381	\$ 37,432,638	<u>s</u>	1,770,202	\$ 39,202,840

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE COMBINED STATEMENT OF FUNCTIONAL EXPENSES FOR THE YEAR ENDED JULY 31, 2017

	Program Services								
	Child	Child Community			Language and	Housing	Nutrition and		
	Development	Services	Development	Energy	Literacy	and Homeless	Health		
EXPENSES									
Payroll	\$ 4,532,497	\$ 988,728	\$ 2,598,061	\$ 1,479,819	\$ 205,774	\$ 57,390	\$ 929,574		
Payroll taxes	427,513	85,055	230,382	137,652	21,760	5,070	87,625		
Fringe benefits	1,056,679	142,258	381,689	277,583	13,620	12,219	182,882		
Workers comp. insurance	133,004	12,323	8,425	18,616	673	201	37,044		
Retirement benefits	239,765	84,534	148,790	84,574	6,106	3,822	49,817		
Consultant and contractual	73,596	37,906	1,764,803	1,278,715	16,772	233	24,513		
Travel and transportation	80,939	24,323	72,239	47,177	751	2,583	47,155		
Conferences and meetings	2,400	13,084	4,260	11,996	-	120	9,234		
Occupancy	460,887	52,314	719,547	126,782	19,846	1,020	74,295		
Advertising	14,820	2,535	31,291	1,335	50		75		
Supplies	281,852	15,572	39.851	66,519	26,550	316	74,548		
Equip, rentals and maintenance	13,830	6,236	27,993	20,144	1,378	-	24,174		
Insurance	17,289	24,992	6,224	13,296		-	7,479		
Telephone	63,288	14,783	50,377	19.759	1,591	\$38	42,705		
Postage	2,936	339	1.626	31,484	249	16	3,473		
Printing and publications	6,182	1,454		340	939		2,2		
Subscriptions	•	1,769				_	_		
Program support	559	20,105		32,990	8,588		7.270		
Interest	11,952		-	•	-	_	7,270		
Depreciation	42,373	3,666	7.443	14,269	4,341	_	2,146		
Assistance to clients	7,800		2,443,026	6,409,725	.,	97,838	515,249		
Other direct expense	218,504	1,177	•	4,973	_	77,030	276,215		
Miscellaneous	55,666	303	572	1,571	13,458		2,623		
In-kind	2,636,675		-	1,211	15,450	-	2,023		
Loss on disposal of assets	-,000,000	_		1,971	2,539	-	•		
SUBTOTAL	10,381,006	1,533,456	8,594,004	10,081,290	344,985	181,366	2,398,096		
Over applied indirect costs	.0,55.,000	1,555,-50	5,574,004	10,001,220	J44,565	161,300	2,376,070		
Eliminations	(2,682,171)	(29,174)-	(44,196)	(28,328)	-	-	(7,860)		
TOTAL EXPENSES	\$ 7,698,835	\$ 1,504,282	\$ 8,549,808	\$10,052,962	\$ 344,985	5 181,366	\$ 2,390,236		

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE COMBINED STATEMENT OF FUNCTIONAL EXPENSES (Continued) FOR THE YEAR ENDED JULY 31, 2017

		Program Services SNHS					
	Special	,	/olunteer	Management	Total Program	Management and	Total
Bunguana	Projects	:	Services	Corporation	Services	General	Expenses
EXPENSES		_		1			
Payroll	\$ 42,75		86,401	\$ 99,305	\$11,020,306	\$ 1,239,055	\$12,259,361
Payroll taxes	3,96	-	7,879	27,908	1,034,807	105,184	1,139,991
Fringe benefits	1,92		15,102	64,008	2,147,969	157,709	2,305,678
Workers comp. insurance	2,23		281	5,461	218,265	5,085	223,350
Retirement benefits	1,87	1	4,448	21,647	645,374	118,221	763,595
Consultant and contractual	1,324,54	6	561	166,121	4,687,766	85,022	4,772,788
Travel and transportation	1,69	2	2,414	57,092	336,365	8,535	344,900
Conferences and meetings	3,82	9	1,454	18,790	65,167	1,080	66,247
Occupancy	13,88	3	-	415,064	1,883,638	22,016	1,905,654
Advertising	2	5	467	2,712	53,310	50	53,360
Supplies	1,01	8	14,709	9,292	530,227	39,789	570,016
Equip. rentals and maintenance	1,30	1	236	17,935	113,227	2,116	115,343
Insurance	54	1	1,226	29,070	100,117	10,999	111,116
Telephone	2,93	5	1,368	16,575	213,919	7,809	221,728
Postage	i	8	560	980	41,681	16,595	58,276
Printing and publications		-	-	996	9,911	38	9,949
Subscriptions		-	768	317	2,854		2,854
Program support	47,72	6		367,931	485,169	-	485,169
Interest		-		39,429	51,381	_	51,381
Depreciation	10,81	0		331,535	416,583	536	417,119
Assistance to clients	•	-	_	29,547	9,503,185	-	9,503,185
Other direct expense		-	987	4,506	563,767	1,086	564,853
Miscellaneous	36	4	20,018	66,235	160,810	1,484	162,294
In-kind		_		-	2,636,675	.,,	2,636,675
Loss on disposal of assets	(5,58	5)	_	50,760	49,685	_	49,685
SUBTOTAL	1,455,86		158,879	1,843,216	36,972,158	1,822,409	38,794,567
Over applied indirect costs	11,201,00			9,449	9,449	(55,812)	(46,363)
Eliminations			-	.,,	(2,791,729)	(210,42)	(2,791,729)
TOTAL EXPENSES	\$ 1,455,86	0 S	158,879	\$ 1,852,665	\$34,189,878	\$ 1,766,597	\$35,956,475

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE COMBINED STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED JULY 31, 2018 AND 2017

,	2018	2017
CASH FLOWS FROM OPERATING ACTIVITIES		,
Change in net assets	\$ 1,829,918	\$ 2,058,180
Adjustments to reconcile change in net assets to net		
cash flows from operating activities:		
Depreciation	427,069	417,119
(Gain) loss on disposal of assets	(1,741)	49,685
Donation of low-income housing projects	(283,644)	-
Unrealized gain on investments	(441,314)	(761,151)
(Increase) decrease operating assets:		
Contracts receivable	(374,696)	(375,606)
Accounts receivable	(245,068)	46,049
Prepaid expenses	(11,575)	32,691
Under applied overhead	46,174	(46,766)
Increase (decrease) in operating liabilities:		, , ,
Accounts payable	(38,707)	(72,629)
Accrued payroll and payroll taxes	(227,656)	355,379
Accrued compensated absences	19,686	(172,122)
Accrued other liabilities	(231,349)	135,595
Refundable advances	171,410	(178,620)
Tenant security deposits	(3,501)	6,051
Total adjustments	(1,194,912)	(564,325)
NET CASH FLOWS FROM OPERATING ACTIVITIES	635,006	1,493,855
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of fixed assets	(511,155)	(290,188)
Proceeds from sale of fixed assets	4,170	19,085
Purchase of investments, reinvested dividends, and capital gains	(269,044)	(1,261,528)
Deposit to restricted cash accounts	(191,550)	(20,987)
Cash received on acquisition of housing project	256,536	(20,707)
NET CASH FLOWS FROM INVESTING ACTIVITIES	(711,043)	(1,553,618)
CACH ELOWS FROM FINANCING A CRIMITING		
CASH FLOWS FROM FINANCING ACTIVITIES		
Payments on long-term debt	(113,517)	(107,934)
CHANGE IN CASH AND CASH EQUIVALENTS	(189,554)	(167,697)
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR	5,889,396	6,057,093
CASH AND CASH EQUIVALENTS - END OF YEAR	\$ 5,699,842	\$ 5,889,396

COMBINED STATEMENTS OF CASH FLOWS (CONTINUED)

FOR THE YEARS ENDED JULY 31, 2018 AND 2017

SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION

		2018	2017		
Cash paid during the year for interest	_\$	55,505	\$	51,381	
Noncash investing and financing activities:					
Acquisition of low-income housing projects:					
Other current assets	\$	3,677	\$	-	
Property and equipment		1,106,200		-	
Other liabilities		(164,006)		•	
Notes payable		(918,763)			
Equity acquired		(283,644)	,	-	
		(256,536)		-	
Cash received on acquisition		256,536		-	
	\$	<u>-</u>	\$	-	

NOTES TO COMBINED FINANCIAL STATEMENTS

JULY 31, 2018 AND 2017

NOTE I: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of the Organization

Southern New Hampshire Services, Inc. (SNHS) 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. and SNHS Management Corporation.

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:

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

<u>Temporarily restricted net assets</u> - 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.

<u>Permanently restricted net assets</u> - 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, 2018 and 2017.

Combined Financial Statements

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

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.

NOTES TO COMBINED FINANCIAL STATEMENTS (Continued)

JULY 31, 2018 AND 2017

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

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, 2018 and 2017.

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. Refundable advances result from unexpended balances from these exchange transactions. Federal and state grant revenue comprised approximately 90% and 89% of total revenue in the fiscal years ended July 31, 2018 and 2017, 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 2018 and 2017 were generated through the Head Start and Economic Workforce Development programs. Since the recognition criteria is not met, no in-kind revenues are recognized as contributions in the combined financial statements and the in-kind expenses have been eliminated.

NOTES TO COMBINED FINANCIAL STATEMENTS (Continued)

JULY 31, 2018 AND 2017

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

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, 2018 and 2017 was \$427,069 and \$417,119, 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.

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.

Subsequent Events

Management has made an evaluation of subsequent events through January 17, 2019, 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.

Recent Accounting Pronouncements

Revenue Recognition

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2014-09, Revenue from Contracts with Customers, to clarify the principles for recognizing revenue and to develop a common revenue standard for U.S. GAAP and International Financial Reporting Standards. The core principle of the guidance requires entities to recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The guidance is effective for the Organization's year ending July 31, 2020. Management is currently evaluating the impact of adoption on the Organization's financial statements

NOTES TO COMBINED FINANCIAL STATEMENTS (Continued)

JULY 31, 2018 AND 2017

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

Recent Accounting Pronouncements (Continued)

Not-for-Profit Entities

In August 2016, the FASB issued ASU No. 2016-14, Presentation of Financial Statements of Not-for-Profit Entities. The main provisions of this update include:

- eliminating the distinction between resources with permanent restrictions and those with temporary restrictions from the face of the financial statements and requiring enhanced disclosure in the notes to the financial statements to provide information about the nature, amounts, and effects of the various types of donor-imposed restrictions;
- disclosing qualitative information that communicates how an organization manages its liquid resources available to meet cash needs for general expenditures within one year of the statement of financial position date;
- disclosing amounts of expenses by both their natural classification and their functional classification;
- disclosing the method used to allocate costs amount program and support functions.

The amendments in this update are effective for annual financial statements issued for fiscal years beginning after December 15, 2017. The guidance is effective for the Organization's fiscal year ending July 31, 2019. This update may have a significant effect on the presentation of the Organization's financial statements.

Leases

In February 2016, the FASB released ASU 2016-02, Leases (Topic 842), which provides users of the financial statements a more accurate picture of the assets and the long-term financial obligations of organizations that lease. The standard is for a dual-model approach; a lessee will account for most existing capital leases as Type A leases, and most existing operating leases as Type B leases. Both will be reported on the statement of financial condition of the organization for leases with a term exceeding 12 months. Lessors will see changes as well, primarily made to align with the revised model. The guidance is effective for the Organization's year ended July 30, 2021. The standard requires a modified retroactive application to previously issued financial statements for 2019 and 2018, if presented. Management is currently evaluating the impact of adoption on the Organization's financial statements.

Reclassifications

Certain reclassifications have been made to the 2017 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.

NOTES TO COMBINED FINANCIAL STATEMENTS (Continued)

JULY 31, 2018 AND 2017

NOTE 2: RESTRICTED CASH

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

NOTE 3: FAIR VALUE MEASUREMENTS

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

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

- Level 1: Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the organization has the ability to access at the measurement date.
- Level 2: Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly, such as:
 - Quoted prices for similar assets or liabilities in active markets;
 - Quoted prices for identical or similar assets or liabilities in inactive markets:
 - Inputs other than quoted prices that are observable for the asset or liability;
 - Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

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

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

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at July 31, 2018 and 2017.

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

NOTES TO COMBINED FINANCIAL STATEMENTS (Continued)

JULY 31, 2018 AND 2017

NOTE 3: FAIR VALUE MEASUREMENTS (Continued)

NOTE 4:

The following table sets forth by level, within the fair value hierarchy, the Organization's assets at fair value as of July 31, 2018 and 2017:

	2018							
Mutual Funds	(Level 1) \$ <u>9,085,663</u>	(Level 2) \$	(Level 3)	<u>Total</u> \$ <u>9.085,663</u>				
	2017							
	(Level 1)	(Level 2)	(Level 3)	<u>Total</u>				
Mutual Funds	\$ <u>8,375,305</u>	\$ <u> </u>	\$ <u>-</u>	\$ <u>8.375.305</u>				
<u>INVESTMENTS</u>								
The following is a summ	ary of investments	as of July 31:						

	-	2018			2017	
	Cost	Fair Market Value	Unrealized Gains	Cost	Fair Market Value	Unrealized Gains
Mutual Funds	\$ <u>9.005,274</u>	\$ <u>9.085.663</u>	\$ <u>80.389</u>	\$ <u>6.268.825</u>	\$ <u>8.375.305</u>	\$ <u>2.106.480</u>

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

	<u>2018</u>	<u> 2017</u>
Fair Value - Beginning of Year	\$8,375,305	- \$6,352,626
Dividends and Capital Gains	269,044	261,528
Purchases	-	1,000,000
Unrealized Gains	441,314	<u>761,151</u>
Fair Value - End of Year	\$ <u>9,085,663</u>	\$ <u>8.375.305</u>

NOTES TO COMBINED FINANCIAL STATEMENTS (Continued)

JULY 31, 2018 AND 2017

	· <u></u>		
NOTE 5:	LONG-TERM DEBT		
,	The following is a summary of long-term debt as of July 31:	<u> 2018</u>	<u>2017</u>
	SNHS, Inc.		
	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, Inc. 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%.	260,669	282,669
	SNHS Management Corporation		
	Mortgage payable to New Hampshire Housing Authority secured by real estate located in Epping, NH, payable in monthly installments of \$1,084 including interest through 2042. Interest is at 3.500%.	206,400	212,084
	Mortgage payable to City of Nashua secured by real estate located on Vine St., Nashua, NH. Mortgage will be forgiven only if real estate remains low income housing for 30 years. Interest is at 10.000%, forgiven annually.	900,000	900,000
	Note payable to City of Nashua secured by real estate located on Vine St., Nashua, NH. Mortgage will be forgiven only if real estate remains low income housing for 30 years. Interest is at 10.000%, forgiven annually.	20,000	20,000
	Mortgage payable to New Hampshire Community Loan Fund secured by real estate located on, Vine St., Nashua, NH. Mortgage will be forgiven only if real estate remains low income housing for 30 years. Interest is at 10.000%, forgiven annually.	250,000	250,000
	Mortgage payable to bank, secured by real estate located on West Pearl St., Nashua, NH. Mortgage will be forgiven only if real estate remains low income housing for 40 years. Interest is at 0.000%.	<u> 170,000</u>	<u>170,000</u>
	<u>Subtotal</u>	\$ <u>1,818,344</u>	\$ <u>1,846,028</u>

NOTES TO COMBINED FINANCIAL STATEMENTS (Continued)

JULY 31, 2018 AND 2017

NOTE 5:	LONG-TERM DEBT (Continued)		
		<u>2018</u>	<u>2017</u>
	Subtotal Carried Forward	\$ <u>1,818,344</u>	\$ <u>1,846,028</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%.	15,661	45,872
	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 2021. Interest is at 4.832% and 3.982% at July 31, 2018 and 2017.	88,844	120,200
	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%.	418,612	439,455
	Mortgage payable to New Hampshire Housing Authority secured by real estate located in Deerfield, NH, payable in monthly installments of \$3,327 including interest through 2033. Interest is at 7.000%.	372,416	-
	Mortgage payable to New Hampshire Housing Authority secured by real estate located in Deerfield, NH with annual principal repayments equal to 25% of cash surplus due through 2032. Interest is at 0.000%.	392,924	-
,	Mortgage payable to New Hampshire Housing Authority secured by real estate located in Deerfield, NH with annual principal repayments equal to 25% of cash surplus due through 2032. Interest is at 0.000%. Less: Current Portion		2,451,555 121,437
	Long-term debt, net of current portion	\$ <u>3,134,219</u>	\$ 2.330.118
	Principal maturities of long-term debt are as follows:	**************************************	A WINNATIO
	. 2019	f 122 502	
	2020	\$ 122,582 98,138	
	2021	290,224	
	2022	50,228	
	2023	53,206	
	Thereafter	<u>2,642,423</u>	
•	Total	\$ <u>3.256.801</u>	

NOTES TO COMBINED FINANCIAL STATEMENTS (Continued)

JULY 31, 2018 AND 2017

NOTE 6: OPERATING LEASES

The Organization leases various facilities and equipment under several operating leases. Total lease payments for the years ended July 31, 2018 and 2017 equaled \$708,379 and \$678,755, respectively. The leases expire at various times through October 2020. 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, 2018:

2019	\$ 206,983
2020	50,114
2021	<u>7,549</u>
Total	\$ 264,646

NOTE 7: RETIREMENT BENEFITS

The Organization has an Employer-Sponsored 403(b) plan offering coverage to all of its employees. Participating employees must contribute at least 1% of their wages, while the Organization contributes 10% of their wages. The pension expense for the years ended July 31, 2018 and 2017 was \$838,296 and \$763,595, respectively.

NOTE 8: 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.

NOTE 9: 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

In 2015, SNHS Management Corporation entered into a contract as part of the Community Development Investment Tax Credit Program with the Community Development Finance Authority (CDFA) and was awarded \$1,000,000 to provide funding for the development and adaptive reuse of an abandoned historic cotton mill in downtown Nashua, 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.

NOTES TO COMBINED FINANCIAL STATEMENTS (Continued)

JULY 31, 2018 AND 2017

NOTE 9: CONTINGENCIES AND CONTINGENT LIABILITIES (Continued)

Cotton Mill Square (Continued)

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

The Cotton Mill Square Project was awarded the certificate of occupancy on August 22, 2014 and remains in full compliance with the required regulations as of July 31, 2018 and 2017. 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 principal amount at July 31, 2018 and 2017 is \$640,000 and \$680,000, respectively. The note repayment is accelerated if the units fall out of compliance.

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

J. Brown Homestead Property

On July 1, 2011, Rockingham Community Acton (RCA) was acquired by 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.

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 principal 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, 2018 and 2017 is \$60,442 and \$90,663, 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.

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NOTES TO COMBINED FINANCIAL STATEMENTS (Continued)

JULY 31, 2018 AND 2017

NOTE 10: ACQUISTIONS OF LOW-INCOME HOUSING PROJECTS

During 2017, SNHS Management Corporation acquired SNHS Deerfield Elderly Housing Limited Partnership (Sherburne Woods), located in Deerfield, NH. SNHS Management Corporation obtained the project operations and assumed all assets, liabilities, debt and equity for the project at fair market value. The acquisition and allocation of the projects was as follows:

Cash	\$ 256,536
Other Current Assets	3,677
Property and Equipment	1,106,200
Current Liabilities	(164,006)
Notes Payable	(918,763)
Equity Acquired (Contribution)	(283,644)
	\$ -

Mark R. Carrier, C.P.A. Michael R. Dunn, C.P.A. Jonathan A. Hussey, C.P.A., M.S.T. Steven R. Lamontagne, C.P.A.

Gary W. Soucy, C.P.A. Gary A. Wigant, C.P.A. C. Joseph Wolverton, Jr., C.P.A.

INDEPENDENT AUDITOR'S REPORT ON SUPPLEMENTARY INFORMATION

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

We have audited the combined financial statements of Southern New Hampshire Services, Inc. (a nonprofit organization) and affiliate as of and for the years ended July 31, 2018 and 2017, and our report thereon dated January 17, 2019, which expressed an unmodified opinion on those combined financial statements, appears on page 1. Our audit was conducted for the purpose of forming an opinion on the combined financial statements as a whole.

The combining information in Schedules A and B (pages 23-24), schedules of revenues and expenses - by contract (pages 25-29), required by the State of New Hampshire Governor's Office of Energy and Community Services and the required schedules and financial information for Whispering Pines II, J.B. Milette Manor, and Sherburne Woods (pages 30-47), required by the New Hampshire Housing Finance Authority 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.

Ouellette & Associates, P.A.
Certified Public Accountants

January 17, 2019 Lewiston, Maine

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE COMBINING SCHEDULE OF FINANCIAL POSITION JULY 31, 2018

			N	SNHS Ianagement						
		SNHS, Inc.		Corporation		Sub-Total		Elimination	_	Total
		A	SSE	ΓS						
CURRENT ASSETS										
Cash	\$	264,637	S	5,435,205	\$	5,699,842	\$	-	\$	5,699,842
Investments				9,085,663		9,085,663				9,085,663
Contracts receivable		4,135,001		30,519		4,165,520		-		4,165,520
Accounts receivable		-		836,174		836,174				836,174
Prepaid expenses		46,764		43,399		90,163		-		90,163
Under applied overhead		67.750		-		67,750		•		67,750
Due from other corporations		2,279,157		764.706		3,043,863		(3,043,863)		-
Total current assets	_	6,793,309		16,195,666	_	22,988,975		(3,043,863)		19,945,112
FIXED ASSETS										
Land		266,860	•	2,304,934		2,571,794				2,571,794
Buildings and improvements		1,570,272		10.040.338		11.610.610				11,610,610
Vehicles and equipment		972.328		305,857		1.278.185		-		1,278.185
Total fixed assets		2,809,460		12,651,129	_	15,460,589	_	-	_	15,460,589
Less - accumulated depreciation		1,266,374		3,697.884		4,964,258				4,964,258
Net fixed assets		1,543,086	_	8,953,245		10,496,331	_	•	_	10,496,331
OTHER ASSETS										
Restricted cash	_	31,752	_	370,986	_	402,738	_	-		402,738
TOTAL ASSETS	S	8,368.147	\$	25,519,897	\$	33,888,044	S	(3,043,863)	S	30,844,181
	LL	*		NET ASSE						
CURRENT LIABILITIES										
Current portion of long-term debt	S	33,275	S	89,307	S	122,582	S	_	S	122,582
Accounts payable	•	349,453	•	108,935	•	458,388	Ų.	_	4	458,388
Accrued payroll and payroll taxes		91,720		1,010,992		1,102,712		_		1,102,712
Accrued compensated absences				345.967		345.967		_		345,967
Accrued other liabilities		236,078		1,934		238,012		•		238,012
Refundable advances		1,190,201		118,897		1,309,098		•		1,309.098
Tenant security deposits		24,769		57.032		81.801		•		81,801
Due to other corporations		2,015,773		1.028,090				(2.042.962)		01,001
Total current liabilities	_	3,941,269		2,761,154		3,043,863 6,702,423	_	(3,043,863)	_	3,658,560
LONG-TERM LIABILITIES										
Long-term debt, less current portion		220 440		3 906 550		3 13 1 3 1 5				2.10.5.5
Long-term debt, less current portion .	_	238,669	_	2.895,550	_	3,134,219				3,134.219
TOTAL LIABILITIES		4,179,938		5,656,704		9,836.642		(3,043,863)		6,792,779
NET ASSETS										
Unrestricted		4,188,209		19.863,193		24,051,402				24,051,402
TOTAL LIABILITIES AND NET ASSETS	_\$	8,368,147	<u>s</u>	25,519,897	s	33,888,044	s	(3,043,863)	<u>s</u>	30,844,181

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE COMBINING SCHEDULE OF ACTIVITIES FOR THE YEAR ENDED JULY 31, 2018

	SNHS, Inc.	SNHS Management Corporation	Sub-Total	Elimination	Total
REVENUES, GAINS AND OTHER SUPPORT	0.1110, 1110.	Corporation	Sub-Total	Cimiliation	10(a)
Grant/contract revenue	\$ 36,952,093	s -	\$ 36,952,093	\$ (16,178)	\$ 36,935,915
Program service fees	56,998	733,572	790,570	- (10,170)	790,570
Local funding	2,970	316,022	318,992		318,992
Rental income		994,930	994,930	_	994,930
Gifts and contributions	228,874	409,838	638,712	-	638,712
Interest Income	152	- 271,438	271,590	_	271,590
Unrealized gain on investments	_	441,314	441,314	_	441,314
In-kind	2,269,028	•	2,269,028	(2,269,028)	
Miscellaneous	501,480	276,463	777,943	(137,208)	640,735
TOTAL REVENUES, GAINS AND OTHER SUPPORT	40,011,595	3,443,577	43,455,172	(2,422,414)	41,032,758
EXPENSES					
Program services:					
Child Development	10,738,861		10,738,861	(2,314,524)	8,424,337
Community Services	1,476,716	_	1,476,716	(27,506)	1,449,210
Economic and Workforce Dev.	7,801,122	1 -	7,801,122	(44,196)	7,756,926
Energy	12,805,693		12,805,693	(28,328)	12,777,365
Language and Literacy	370,697	_	370,697	(20,320)	370,697
Housing and Homeless	238,541	_	238,541	_	238,541
Nutrition and Health	2,493,979	_	2,493,979	(7,860)	2,486,119
Special Projects	1,797,358	_	1,797,358	(7,000)	1,797,358
Volunteer Services	114,704	_	114,704	-	1,797,338
SNHS Management Corporation		2,017,381	2,017,381		2,017,381
Total program services	37,837,671	2,017,381	39,855,052	(2,422,414)	37,432,638
Support services:	0,,00,,4,1	2,017,001	39,033,032	(2,722,7(7)	37,432,036
Management and general	1,770,202		1,770,202	-	1,770,202
TOTAL EXPENSES	39,607,873	2.017.381	41,625,254	(2,422,414)	39,202,840
CHANGE IN NET ASSETS	403,722	1,426,196	1,829,918		1,829,918
NET ASSETS - BEGINNING OF YEAR	3,784,487	18,436,997	22,221,484	<u> </u>	22,221,484
NET ASSETS - END OF YEAR	\$ 4,188,209	\$ 19,863,193	\$ 24,051,402	\$ -	\$ 24,051,402

SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT

FOR THE YEAR ENDED JULY 31, 2018

State of NH Governor's Office of Energy & Community Services	S
Headstart Program	
For the Period	
August 1, 2017 to July 31, 2018	
Fund # 305	
REVENUES	
Program funding	\$ 4,903,465
In-kind	1,540,664
Allocated corporate unrestricted revenue	3,872
Total revenue	6,448,001
EXPENSES	
Payroll	2,687,387
Payroll taxes	, 224,403
Fringe benefits	675,262
Workers comp. insurance	60,068
Retirement benefits	147,781
Consultant and contractual	19,568
Travel and transportation	60,924
Occupancy	256,820
Advertising	2,246
Supplies	202,556
Equip. rentals and maintenance	4,127
Insurance	14,175
Telephone	. 32,592
Postage	1,725
Printing and publications	3,537
Depreciation	11,504
Assistance to clients	7,800
Other direct expense	94,208
Miscellaneous	12,435
In-kind	1,540,664
Administrative costs	388,219
Total expenses	6,448,001
Excess of expenses over revenue	<u>\$</u>

SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT

FOR THE YEAR ENDED JULY 31, 2018

State of NH Governor's Office of Energy & Community Service	es
LIHEAP Program	
For the Period	
October 1, 2017 to July 31, 2018	
Fund # 630-18	

REVENUES	
Program funding	

vg. u.i. randnig	2	9,245,420
Other revenue		50
Allocated corporate unrestricted revenue		6,997
Total revenue		9 250 473

399,773

EXPENSESPayroll

Payroll taxes	34,172
Fringe benefits	123,056
Workers comp. insurance	1,322
Retirement benefits	17,649
Consultant and contractual	26,894
Travel and transportation	9,113
Conference and meetings	535
Occupancy	49,444
Advertising	487
Supplies	21,665
Equip. rentals and maintenance	2,095
Insurance	996
Telephone	7,517
Postage	21,987
Program support	25,261
Depreciation	6,998
Assistance to clients	8,436,323
Other direct expense	2,163
Miscellaneous	994
Administrative costs	62,029
Total expenses	9,250,473
Excess of expenses over revenue	\$ -

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT

FOR THE YEAR ENDED JULY 31, 2018

State of NH Governor's Office of Energy & Community Services LIHEAP Program For the Period August 1, 2017 to September 30, 2017 Fund # 630-17

Excess of expenses over revenue

REVENUES	
Program funding	\$ 185,577
Total revenue	185,577
EXPENSES	
Payroll	106,447
Payroll taxes	8,956
Fringe benefits	18,344
Workers comp. insurance	338
Retirement benefits	4,629
Consultant and contractual	608
Travel and transportation	1,086
Occupancy	6,381
Advertising	215
Supplies	5,991
Equip. rentals and maintenance	586
Insurance	648
Telephone	1,174
Postage	1,182
Program support	4,646
Printing and publications	304
Assistance to clients	5,847
Other direct expense	3,992
Miscellaneous	348
Administrative costs	13,855
Total expenses	185,577

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT

State of NH Governor's Office of Energy & Community Services
Early Headstart Program
For the Period
August 1, 2017 to July 31, 2018
Fund # 300

D	r.	/C	N I	JES	•
к	г. т		71		٠

Program funding	1	\$ 1,336,317
In-kind		582,219
Allocated corporate unrestricted revenue		 2,972
Total revenue		 1,921,508
EXPENSES		
Payroll		688,000
Payroll taxes		56,097
Fringe benefits		150,227
Workers comp. insurance		15,158
Retirement benefits		34,670
Consultant and contractual		3,739
Travel and transportation		6,429
Occupancy		118,750
Advertising		555
Supplies		61,523
Equip. rentals and maintenance		2,848
Insurance		2,471
Telephone		16,377
Postage		46
Printing and publications		513
Interest		11,962
Depreciation	*	25,036
Other direct expense		35,728
Miscellaneous		4,774
In-kind		582,219
Administrative costs		 104,386
Total expenses		 1,921,508
Excess of expenses over revenue		\$ <u>-</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT

FOR THE YEAR ENDED JULY 31, 2018

Electric Energy Assistance	Electric	Energy	Assistance
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For the Period

August 1, 2017 to July 31, 2018

Fund # 665

R	E	V	Ē	N	H	F	ς

Other revenue	\$ 785,737
Allocated corporate unrestricted revenue	19,283
Total revenue	805,020
EXPENSES	
Payroll	444,984
Payroll taxes	37,990
Fringe benefits	108,180
Workers comp. insurance	1,399
Retirement benefits	17,016
Consultant and contractual	21,094
Travel and transportation	5,350
Occupancy	55,574
Supplies	24,419
Equip. rentals and maintenance	2,685
Insurance	1,555
Telephone	8,720
Postage	11,310
Depreciation	507
Other direct expense	1,442
Miscellaneous	474
Administrative costs	62,321
Total expenses	805,020
Excess of expenses over revenue	<u>\$</u>

WHISPERING PINES II (FORMERLY: EPPING SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP)

(PROJECT No. A199991-046)

STATEMENT OF FINANCIAL POSITION JULY 31, 2018

ASSETS	
CURRENT ASSETS	
Cash - Operations	\$ 28,635
Tenant Accounts Receivable	509
Prepaid Expenses	6,035
Total Current Assets	35,179
DEPOSITS HELD IN TRUST, FUNDED	
Tenant Security Deposits	12,708
RESTRICTED DEPOSITS AND FUNDED RESERVES	
Replacement Reserve	36,414
Operating Reserve	76,953
Tax Escrow	7,270
Insurance Escrow	4,758
Total Restricted Deposits and Funded Reserves	125,395
RENTAL PROPERTY	
Land	166,600
Building and Building Improvements	569,400
Total Rental Property	736,000
Less Accumulated Depreciation	28,068
Net Rental Property	707,932
TOTAL ASSETS	\$ 881,214
LIABILITIES AND NET ASSETS	
CURRENT LIABILITIES	
Current Portion of Mortgage Loan Payable	\$ 5,886
Accounts Payable ,	2,729
Accrued Expenses	62
Total Current Liabilities	8,677
DEPOSIT LIABILITIES	
Tenant Security Deposit Liability	13 700
	12,708
LONG-TERM LIABILITIES	
Due to Affiliate	15,947
Mortgage Loan Payable, Net of Current Portion	200,514
Total Long-Term Liabilities	216,461
Total Liabilities	237,846
NET ASSETS	643,368
TOTAL LIABILITIES AND NET ASSETS	\$ 881,214
_	

See independent auditor's report on supplementary information

STATEMENT OF ACTIVITIES

RENTAL OPERATIONS			
Income			
Tenant Rental Income		\$	172,715
Laundry Income			2,215
Other Income			7,555
Interest Income - Unrestricted	ı		30
Interest Income - Restricted			1,296
Total Income			183,811
Expenses (See Schedule)		-	<u> </u>
Administrative			21,821
Utilities			33,879
Maintenance			63,734
Depreciation			14,316
Interest - NHHFA Mortgage Note			7,332
General Expenses			33,966
Total Expenses			175,048
CHANGE IN NET ASSETS			8,763
NET ASSETS - BEGINNING OF YEAR			634,605
NET ASSETS - END OF YEAR		\$	643,368

SCHEDULE OF RENTAL OPERATIONS EXPENSES

EXPENSES:	
Administrative	
Advertising	\$ 8
Management Fees	14,400
Salaries and Wages	2,209
Fringe Benefits	126
Legal Expenses	69
Telephone	2,973
Other Administrative Expense	2,036
TOTAL ADMINISTRATIVE EXPENSE	21,821
<u>Utilities</u>	
Electricity	18,406
Fuel	7,655
Water and Sewer	7,818
TOTAL UTILITY EXPENSE	33,879
<u>Maintenance</u>	
Custodial Supplies	320
Trash Removal	1,260
Snow Removal	16,710
Grounds/Landscaping	1,150
Elevator Repairs and Contract	2,920
Repairs (Materials)	17,374
Repairs (Contract)	24,000
TOTAL MAINTENANCE EXPENSE	63,734
Depreciation	14,316
Interest - NHHFA Mortgage Note	7,332
General Expenses	
Real Estate Taxes	28,877
Payroll Taxes	203
Workman's Compensation	118
Insurance	4,768
TOTAL GENERAL EXPENSES	33,966
TOTAL EXPENSES	\$ 175,048

SCHEDULE OF RECEIPTS AND DISBURSEMENTS PROJECT OPERATING ACCOUNT

FOR T	HE YEAR ENDED JULY 31, 2018		
SOURCE OF FUNDS			
Rental Operations			
Income			
Tenant Paid Rent	•	\$ 153,261	
HAP Rent Subsidy		18,975	
Total Rental Income Service Income			\$ 172,236
Interest Income		2,215	
Commercial Income			
Other Income		7,555	
Total Rental Operations Receipts			182,036
Expenses			
Administrative Utilities		20,657	
Maintenance		<u>33,879</u> 71,119	
Interest - NHHFA Mortgage Note		7,332	
Interest - Other Notes			
General		33,966	
Other			
Total Rental Operations Disbursements Cash Provided by Rental Operations			(166,953)
Amortization of Mortgage		5,684	15,083
Cash Provided by Rental Operations			
After Debt Service			9,399
OTHER RECEIPTS			
Due to Management Agent.		(26,475)	•
Owner Advances			
Transfer from Restricted Cash Reserves		46,158	
and Escrows		 -	19,683
OTHER DISBURSEMENTS OR TRANSFERS			17,003
Transfers to Restricted Cash Reserves		38,810	
and Escrows Purchase of Fixed Assets			
Repayment of Owner Advances		19,300	
Other Partnership Expenses			
Transfers to Tenant Security Deposit Account		-	
			58,110
No.			
Net Increase or (Decrease) in Project Account Cash Project Account Cash Balance at Beginning of Year			(29,028)
Project Account Cash Balance at End of Year			57,663 28,635
			20,033
Composition of Project Account Cash			
Balance at End of Year			28,635
Petty Cash			
Unrestricted Reserve (if applicable)			
Decorating Reserve		_	
Operating Reserve			
Other Reserve			
Total Petty Cash and Unrestricted Reserves			-
Total Project Account Cash			
at End of Year			\$ 28,635

SCHEDULE OF RESTRICTED CASH RESERVES AND ESCROWS

FOR THE YEAR ENDED JULY 31, 2018

Description of Fund Balance Beginning of Operations Period Account Deposits Transfers From Operations Interest Deposits Transfers to Transfers to Account Account									Balance End of <u>Period</u>	
Restricted Accounts:				•						
Insurance Escrow	\$	4,685	\$	4,800	\$	40	\$	4,767	\$	4,758
Tax Escrow		6,345		22,960		56		22,091		7,270
Replacement Reserve		44,245		11,050		419		19,300		36,414
Operating Reserve		76,172			_	781		<u>.</u>		76,953
Total Restricted Cash Reserves and Escrows \$ 131,447 \$ 38,810 \$ 1,296 \$ 46,158 SCHEDULE OF SURPLUS CASH CALCULATION JULY 31, 2018								\$	125,395	
NET LOSS									` \$	8,763
ADD: DEPRECIATION								14,316		
DEDUCT REQUIRED PRINCI	PAL	REPAYM	ENTS	S						5,684
DEDUCT REQUIRED PAYMENTS TO										
REPLACEMENT RESERVES								11,050		
ADD/DEDUCT NHHFA APPROVED ITEMS Repair and Maintenance Expenses Reimbursed Through Replacement Reserves							19,300			
SURPLUS CASH (DEFICIT)							\$	25,645		

See independent auditor's report on supplementary information

YEAR-TO-DATE COMPILATION OF OWNERS' FEE/DISTRIBUTION

<u>YEAR</u>		AXIMUM ALLOWABLE <u>DISTRIBUTION</u>		AXIMUM ALLOWABLE DISTRIBUTION <u>DISTRIBUTION</u> <u>RECEIVED</u>				BALANCE		
12/31/2001	\$	243,855	\$	·	\$	243,855				
12/31/2002	\$	243,855		•	_\$	487,710				
12/31/2003	\$	243,855	\$	5,895	\$	725,670				
12/31/2004	\$	243,855	\$	7,200	\$	962,325				
12/31/2005	\$	243,855	\$	•	\$	1,206,180				
12/31/2006	\$	243,855	\$	6,120	\$. 1,443,915				
12/31/2007	\$	243,855	\$	<u>-</u>	\$	1,687,770				
12/31/2008	_\$	243,855	_\$	<u> </u>	\$	1,931,625				
12/31/2009	\$	243,855	\$	<u> </u>	\$	2,175,480				
12/31/2010	\$	243,855	\$	<u>-</u>	_\$	2,419,335				
12/31/2011	_\$	243,855	_\$		\$	2,663,190				
12/31/2012	\$	243,855	\$	·	\$	2,907,045				
12/31/2013	\$	243,855	_\$	7,200	_\$	3,143,700				
12/31/2014	\$	243,855	_\$	<u> </u> _	\$	3,387,555				
12/31/2015	\$	243,855	\$	<u> </u>	\$	3,631,410				
7/31/2016	\$	142,249	\$	<u>.</u>	\$	3,773,659				
7/31/2017	_\$	243,855	_\$	<u>-</u>	_\$	4,017,514				
7/31/2018	\$	243,855		•	\$	4,261,369				

STATEMENT OF FINANCIAL POSITION

JULY 31, 2018

ASSETS	
CURRENT ASSETS	
Cash - Operations	\$ 37,774
Prepaid Expenses	8,618
Total Current Assets	/ 46,392
DEPOSITS HELD IN TRUST, FUNDED	
Tenant Security Deposits	15,755
RESTRICTED DEPOSITS AND FUNDED RESERVES	
Replacement Reserve	138,851
Operating Reserve	96,364
Tax Escrow	6,538
Total Restricted Deposits and Funded Reserves	241,753
RENTAL PROPERTY	
Land	176,000
Building and Building Improvements	1,071,375
Total Rental Property	1,247,375
Less Accumulated Depreciation	62,422
Net Rental Property	1,184,953
TOTAL ASSETS	\$ 1,488,853
LIABILITIES AND NET ASSETS	,
CURRENT LIABILITIES	
Accounts Payable	\$ 3,545
Accrued Expenses	282
Total Current Liabilities	3,827
DEPOSIT LIABILITIES	
Tenant Security Deposit Liability	15,772
	13,772
LONG-TERM LIABILITIES Due to Affiliate	40.555
Mortgage Loan Payable, Net of Current Portion	40,657
Total Long-Term Liabilities	1,170,000 1,210,657
Total Bong Total Blackhites	1,210,037
Total Liabilities	1,230,256
NET ASSETS	258,597
TOTAL LIABILITIES AND NET ASSETS	\$ 1,488,853

STATEMENT OF ACTIVITIES

RENTAL OPERATIONS		
Income		
Tenant Rental Income	\$	207,802
Laundry Income		1,228
Interest Income - Unrestricted		33
Interest Income - Restricted	· ·	142
Total Income		209,205
Expenses (See Schedule)		
Administrative		80,209
Utilities		61,477
Maintenance		34,774
Depreciation		27,009
General Expenses		49,818
Total Expenses		253,287
CHANGE IN NET ASSETS		(44,082)
NET ASSETS - BEGINNING OF YEAR	·	302,679
NET ASSETS - END OF YEAR	_\$	258,597

SCHEDULE OF RENTAL OPERATIONS EXPENSES

EXPENSES:	
Administrative	
Advertising	\$ 50
Management Fees	17,818
Salaries and Wages	42,606
Fringe Benefits	12,930
Audit and Accounting Expense	800
Legal Expenses	1,173
Telephone	1,601
Other Administrative Expense	3,231
TOTAL ADMINISTRATIVE EXPENSE	 80,209
<u>Utilities</u>	
Electricity	39,427
Fuel	13,413
Water and Sewer	7,728
Other Utility Expense	909
TOTAL UTILITY EXPENSE	61,477
<u>Maintenance</u>	 -
Custodial Supplies	1,605
Trash Removal	2,160
Snow Removal	3,450
Grounds/Landscaping	2,204
Elevator Repairs and Contract	5,912
Repairs (Materials)	19,443
TOTAL MAINTENANCE EXPENSE	34,774
<u>Depreciation</u>	 27,009
General Expenses	
Real Estate Taxes	34,599
Payroll Taxes	3,651
Workman's Compensation	1,866
Retirement Benefits	1,283
Insurance	8,419
TOTAL GENERAL EXPENSES	49,818
TOTAL EXPENSES	\$ 253,287

SCHEDULE OF RECEIPTS AND DISBURSEMENTS PROJECT OPERATING ACCOUNT

SOURCE OF FUNDS	·		
Rental Operations			
Income			
Tenant Paid Rent	•	\$ 177,836	
HAP Rent Subsidy		29,966	
Total Rental Income Service Income		1,228	\$ 207,802
Interest Income		33	
Commercial Income		-	
Other Income		<u>-</u>	
Total Rental Operations Receipts			209,063
Expenses		21.010	
Administrative Utilities		81,918 61,477	
Maintenance	V	34,907	
Interest - NHHFA Mortgage Note			
Interest - Other Notes		•	
General Other		49,818	
Total Rental Operations Disbursements			(000 100)
Cash Provided by Rental Operations			(228,120) (19,057)
Amortization of Mortgage	•	-	(19,037)
Cash Provided by Rental Operations			
After Debt Service			(19,057)
OTHER RECEIPTS	•		
Due to Management Agent		(22,427)	
Owner Advances		(22,127)	
Transfer from Restricted Cash Reserves	,	-	
and Escrows		-	(22.427)
OTHER DISBURSEMENTS OR TRANSFERS			(22,427)
Transfers to Restricted Cash Reserves		15,599	
and Escrows			
Purchase of Fixed Assets		8,975	
Repayment of Owner Advances Other Partnership Expenses			
Transfers to Tenant Security Deposit Account		(21)	
		<u></u>	24,553
Net Increase or (Decrease) in Project Account Cash			(66,037)
Project Account Cash Balance at Beginning of Year			103,811
Project Account Cash Balance at End of Year			37,774
Composition of Project Account Cash			
Balance at End of Year			37,774
Petty Cash		_	
Unrestricted Reserve (if applicable)			
Decorating Reserve		-	
Operating Reserve Other Reserve			
•			
Total Petty Cash and Unrestricted Reserves			•
		,	
Total Project Account Cash at End of Year		,	

SCHEDULE OF RESTRICTED CASH RESERVES AND ESCROWS

Description of Fund		Balance ginning of <u>Period</u>	Tı Op	ransfers From erations ccount		nterest <u>Earned</u>	Tran Ope	drawals sfers to rations count		Balance End of <u>Period</u>
Restricted Accounts:										
Tax Escrow	\$	6,534	\$	-	\$	4	\$	-	\$	6,538
Replacement Reserve		123,172		15,599		80		-		138,851
Operating Reserve		96,306		-		58		-		96,364
Total Restricted Cash Reserves and Escrows	<u>\$</u>	226,012 ULE OF SU	\$ 	15,599	\$	142	\$ 	-	\$	241,753
SCr	ıçu			31, 2018	CAL	COLATIC	N			
NET LOSS									\$	(44,082)
ADD: DEPRECIATION										27,009
DEDUCT REQUIRED PRINCIPAL REPAYMENTS								-		
DEDUCT REQUIRED PAYMENTS TO										
REPLACEMENT RESERVES									15,599	
ADD/DEDUCT NHHFA APPROVED ITEMS Repair and Maintenance Expenses Reimbursed Through Replacement Reserves								•	<u>-</u>	
*SURPLUS CASH (DEFICIT)								\$	(32,672)	

SHERBURNE WOODS

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

STATEMENT OF FINANCIAL POSITION

JULY 31, 2018

ASSETS	
CURRENT ASSETS	
Cash - Operations	\$ 56,958
Prepaid Expenses	6,623
Total Current Assets	63,581
DEPOSITS HELD IN TRUST, FUNDED	
Tenant Security Deposits	16,600
RESTRICTED DEPOSITS AND FUNDED RESERVES	
Replacement Reserve	111,486
Operating Reserve	65,873
Tax Escrow	9,311
Insurance Escrow	3,802
Total Restricted Deposits and Funded Reserves	190,472
RENTAL PROPERTY	
Land	211,000
Building and Building Improvements	895,200
Total Rental Property	1,106,200
Less Accumulated Depreciation	5,595
Net Rental Property	1,100,605
TOTAL ASSETS	\$ 1,371,258
LIABILITIES AND NET ASSET	S
CURRENT LIABILITIES	
Current Portion of Mortgage Loan Payable	\$ 14,309
Accounts Payable	2,410
Accrued Expenses	117
Total Current Liabilities	16,836
DEPOSIT LIABILITIES	
Tenant Security Deposit Liability	16,600
•	
LONG-TERM LIABILITIES	,
Due to Affiliate Mortgage Loop Poughla, Not of Company Posting	136,698
Mortgage Loan Payable, Net of Current Portion Total Long-Term Liabilities	901,031
Total Long-Term Clabitities	1,037,729
Total Liabilities	1,071,165
NET ASSETS	300,093
TOTAL LIABILITIES AND NET ASSETS	\$ 1,371,258

See independent auditor's report on supplementary information

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

STATEMENT OF ACTIVITIES

FOR THE THREE MONTH PERIOD ENDED JULY 31, 2018

RENTAL OPERATIONS	
Income	
Tenant Rental Income	\$ 66,083
Laundry Income	670
Donation	283,644
Other Income	582
Interest Income - Unrestricted	9
Interest Income - Restricted	677
Total Income	351,665
Expenses (See Schedule)	
Administrative	11,228
Utilities	6,553
Maintenance	12,698
Depreciation	5,595
Interest - NHHFA Mortgage Note	6,557
General Expenses	8,941
Total Expenses	51,572
CHANGE IN NET ASSETS	300,093
NET ASSETS - BEGINNING OF YEAR	
NET ASSETS - END OF YEAR	\$ 300,093

SHERBURNE WOODS

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

SCHEDULE OF RENTAL OPERATIONS EXPENSES

FOR THE THREE MONTH PERIOD ENDED JULY 31, 2018

EXPENSES:	
Administrative	
Management Fees	\$ 4,500
Salaries and Wages	3,417
Fringe Benefits	1,036
Audit and Accounting Expense	925
Telephone	572
Other Administrative Expense	778
TOTAL ADMINISTRATIVE EXPENSE	11,228
<u>Utilities</u> .	
Electricity	4,442
Fuel	1,334
Water and Sewer	200
Other Utility Expense	577
TOTAL UTILITY EXPENSE	6,553
<u>Maintenance</u>	
Trash Removal	525
Grounds/Landscaping	431
Repairs (Materials)	11,742
TOTAL MAINTENANCE EXPENSE	12,698
<u>Depreciation</u>	5,595
Interest - NHHFA Mortgage Note	6,557
General Expenses	
Real Estate Taxes	6,938
Payroll Taxes	287
Workman's Compensation	182
Retirement benefits	342
Insurance	1,192
TOTAL GENERAL EXPENSES	8,941
TOTAL EXPENSES	\$ 51,572

SHERBURNE WOODS

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

SCHEDULE OF RECEIPTS AND DISBURSEMENTS PROJECT OPERATING ACCOUNT

FOR THE THREE MONTH PERIOD ENDED JULY 31, 2018

	TE THREE MONTH LENOD ENDED JOE 1 31, 2018		
SOURCE OF FUNDS			
Rental Operations			
Income			
Tenant Paid Rent		\$ 31,338	
HAP Rent Subsidy		34,745	
Total Rental Income			\$ 66,083
Service Income		670_	
Interest Income		9	
Commercial Income			
Other Income		582	
Total Rental Operations Receipts			67,344
Expenses			
Administrative		14,673	
Utilities		6,553	
Maintenance		13,836	
Interest - NHHFA Mortgage Note Interest - Other Notes		6,557	
General			
Other		8,941	
•	•		,
Total Rental Operations Disbursements Cash Provided by Rental Operations			(50,560)
Amortization of Mortgage		1 422	16,784
Cash Provided by Rental Operations		3,423	
After Debt Service			13,361
, <u>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u>			13,301
OTHER RECEIPTS			
Due to Management Agent		(7,046)	
Owner Advances		-	
Transfer from Restricted Cash Reserves		13,910	
and Escrows		•	
OTHER DISBURSEMENTS OR TRANSFERS			6,864
Transfers to Restricted Cash Reserves		12,881	
and Escrows		12,001	
Purchase of Fixed Assets			
Repayment of Owner Advances			
Other Partnership Expenses			
Transfers to Tenant Security Deposit Account			
			12.001
			12,881
Net Increase or (Decrease) in Project Account Cash			7,344
Project Account Cash Balance at Beginning of Year			49.614
Project Account Cash Balance at End of Year			56,958
"			
Composition of Project Account Cash			
Balance at End of Year			56,958
	•		
Petty Cash		-	
Unrestricted Reserve (if applicable)			
Decorating Reserve	·		
Operating Reserve			
Other Reserve			
Total Petty Cash and Unrestricted Reserves			
Total Project Assessed Confe			
Total Project Account Cash	•		6 66 666
at End of Year			\$ 56,958

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

SCHEDULE OF RESTRICTED CASH RESERVES AND ESCROWS

FOR THE THREE MONTH PERIOD ENDED JULY 31, 2018

Description of Fund		Balance ginning of <u>Period</u>	Tı Op	eposits ransfers From erations ecount		Interest <u>Earned</u>	Tra O _l	ansfers to perations account		Balance End of <u>Period</u>
Restricted Accounts:										
Insurance Escrow	\$	2,666	\$	1,125	\$	11	\$	•	\$	3,802
Tax Escrow		15,927		7,256		38		13,910		9,311
Replacement Reserve		106,595		4,500		391		-		111,486
Operating Reserve		65,636		<u> </u>		237		•		65,873
Total Restricted Cash Reserves and Escrows	\$	190,824	<u>\$</u> .	12,881	<u>\$</u>	677	\$	13,910	<u>\$</u>	190,472
SCH	SCHEDULE OF SURPLUS CASH CALCULATION JULY 31, 2018									
NET INCOME									\$	300,093
ADD: DEPRECIATION										5,595
DEDUCT NONCASH DONAT	ION									283,644
DEDUCT REQUIRED PRINCIPAL REPAYMENTS									3,423	
DEDUCT REQUIRED PAYMENTS TO										
REPLACEMENT RESERVES									4,500	
ADD/DEDUCT NHHFA APPROVED ITEMS Repair and Maintenance Expenses Reimbursed Through Replacement Reserves										
SURPLUS CASH (DEFICIT)							<u>\$</u>	14,121		

See independent auditor's report on supplementary information

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

YEAR-TO-DATE COMPILATION OF OWNERS' FEE/DISTRIBUTION

<u>YEAR</u>	MAXIMUM ALLOWABLE <u>DISTRIBUTION</u>	DISTRIBUTION RECEIVED	BALANCE
12/31/2003	\$ 113,850	\$	\$ 113,850
12/31/2004	\$ 113,850	_\$	\$ 227,700
12/31/2005	\$ 113,850	\$	\$ 341,550
12/31/2006	\$ 113,850	s -	\$ 455,400
12/31/2007	\$ 113,850	\$	\$ 569,250
12/31/2008	\$ 113,850	\$ -	\$ 683,100
12/31/2009	\$ 113,850	\$ -	\$. 796,950
12/31/2010	\$ 113,850	\$	\$ 910,800
12/31/2011	\$ 113,850	\$ -	\$ 1,024,650
12/31/2012	\$ 113,850	\$ -	\$ 1,138,500
12/31/2013	\$ 113,850	\$ -	\$ 1,252,350
12/31/2014	\$ 113,850	\$ -	\$ 1,366,200
12/31/2015	\$ 113,850	\$ -	\$ 1,480,050
12/30/2016	\$ 113,850	\$ -	\$ 1,593,900
12/30/2017	\$ 113,850	\$ -	\$ 1,707,750
7/31/2018	\$ 66,413	\$ -	\$ 1,774,163

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

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

The Community Action Partnership for Hillsborough and Rockingham Counties

BOARD OF DIRECTORS ~ as of August 2019

Public Sector	Private Sector	Low-Income Sector	HS Policy Council
Representing Manchester	Representing Manchester	Representing Manchester	
Lou D'Allesandro Vice Chair	Peter Ramsey	James Brown	Anna Hamel
	Term: 4/18-9/21	9/18-9/21	Term Expires Nov. 2019
German J. Ortiz			
	Carrie Marshall Gross	Orville Kerr, Secretary	
	Term: 9/17-9/20	Term 9/18-9/21	
Representing Nashua	Representing Nashua	Representing Nashua	
Kevin Moriarty Treasurer	Dolores Bellavance, Chairman	Bonnie Henault	1
	Term: 9/18-9/21	Term: 9/17-9/20	
	Wayne R. Johnson	Shirley Pelletier	
	Term: 9/18-9/21	Term: 9/17-9/20	
Representing Towns			-
Thomas Mullins			
Representing Rockingham County			
Rep. Sherman Packard			

DONNALEE LOZEAU

Community/Civic Involvement- Current

- Eagle Scout Board of Review
- St. Joseph Hospital Board of Directors
- NH Tomorrow Leadership Council
- Statewide Workforce Innovation Board
- American Council of Young Political Leaders, Alumni Member
- Mary's House Advisory Board
- The Plus Company
- NH Community Action Assoc.
- St. Mary's Bank Supervisory Committee

Community/Civic Involvement- Past

- Reaching Higher NH
- NH Center for Public Policies Studies
- Governor's Judicial Selection Commission
- Governor's Transportation Committee
- Mayor's Task Force on Youth, Co-Chair
- Big Brothers Big Sisters Board of Directors, Past President; current Big Sister
- Manchester Community Resource Center, BOD
- Greater Nashua Dental Connection BOD, Founding Member
- Health Care Fund Community Grant Program Advisory Council
- Nashua Youth Council BOD
- Great American Downtown
- Servicelink BOD
- 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
- No Labels
- Fix the Debt

EXPERIENCE

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

Manchester, NH

Executive Director/CEO

 Development and oversight of Community Action Agency serving all of Hillsborough and Rockingham Counties

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

Nashua, NH

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. (1993 – 2008)

Manchester, NH

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 Economic Opportunity Center

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

Nashua, NH 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
- NH Center for Public Policy Studies
- 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

RYAN CLOUTHIER



OBJECTIVE

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



EXPERIENCE

Deputy Director | Southern New Hampshire Services Inc. FEB. 2018-PRESENT

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

Energy and Housing Operations Director | Southern New Hampshire Services Inc. 2016 - 2018

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

Energy Director | Southern New Hampshire Services Inc. 2013 - 2016

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

Weatherization Director | Southern New Hampshire Services Inc. 2006-2013

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

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

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

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

Network Analyst | Genuity

2004 - 2006

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



EDUCATION

2000 NH Community Technical College

1994-1998: Dover High School

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



SKILLS

- Problem solving
- New Business Development
- Social Media
- Public Speaking
- Data Analysis/Analytical thinking
- Strategic Planning
- Operations Management
- · Contract Negotiations
- Team and Relationship building
- · Planning and forecasting

- Budget and Financial management
- Leadership
- Community Assessment
- Computer skills specific to job include, TREAT, NEAT, OTTER, FAP/EAP Microsoft 365, PowerPoint, Outlook, Word, Excel, Web, EmpowOR and CSST and many others that can be beneficial.



ACTIVITIES/ACCOMPLISHMENTS

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

JAMES M. CHAISSON

SUMMARY

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

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

PROFESSIONAL EXPEIRENCE

Southern New Hampshire Services, Manchester, NH

5/2009-Present

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

Chief Fiscal Officer

1/2017 to Present

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

<u>Senior Accountant</u>

5/2009-1/2017

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

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

WOOD STRUCTURES, INC. Biddeford, ME

2001-4/2009

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

<u>Controller</u> 2006-4/2009

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

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

Accounting Manager 2001-2006

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

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

VISHAY SPRAGUE, Sanford, ME

1978-2001

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

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

EDUCATION

NASSON COLLEGER, Springvale, ME

B.S. in Business Administration

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

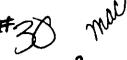
The Community Action Partnership for Hillsborough and Rockingham Counties
Mailing Address: PO Box 5040, Manchester, NH 03108
40 Pine Street, Manchester, NH 03013

Telephone: (603) 668-8010 FAX: (603) 645-6734

CCR&R August 28, 2019

List of Key Administrative Personnel

Title	Name	Annual Salary	Percentage	Amount
Executive Director	Donnalee Lozeau	\$185,294	0.00%	0
Deputy Director	Ryan Clouthier	\$112,348	0.00%	0
Chief Financial Officer	James Chaisson	\$125,962	0.00%	0





Jeffrey A. Meyers
Commissioner

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF ECONOMIC & HOUSING STABILITY

129 PLEASANT STREET, CONCORD, NH 03301 603-271-4242 I-800-852-3345 Ext. 4242 Fax: 603-271-4712 TDD Access: 1-800-735-2964 www.dhhs.nh.gov.

STATE OF NEW HAMPSHIRE

Christine L. Santaniello Director

May 14, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability to exercise a renewal option and to amend an existing contract with Southern New Hampshire Services, Inc., Vendor #177198 B006, 40 Pine Street, P.O. Box 5040, Manchester, New Hampshire 03108, for the provision of statewide Child Care Resource and Referral Services, by increasing the price limitation by \$2,200,000 from \$3,960,000 to an amount not to exceed \$6,160,000 and by extending the contract completion date from June 30, 2019 to June 30, 2021, effective upon the date of Governor and Executive Council approval. 100% Federal Funds.

This agreement was originally approved by Governor and Executive Council on May 27, 2015 (Item #21) and subsequently amended on May 4, 2016 (Item #5A). August 3, 2016 (Item 5B) and February 1, 2017 (Item #11).

Funds to support this request are anticipated to be available in State Fiscal Year 2020 and 2021, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified.

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

Fiscal vear	Class	Title	Activity Code	Current Budget	Increase/ Decrease	Modified Amount
2016	102-500731	Contracts for Pgr Svcs	42117709	\$990,000	-0-	\$990,000
2017	102-500731	Contracts for Pgr Svcs	42117709	\$990,000	-0-	\$990,00 <u>0</u>
2018	102-500731	Contracts for Pgr Svcs	42117709	\$990,000	-0-	\$990,000
2019	102-500731	Contracts for Pgr Svcs	42117709	\$990,000	-0-	\$990,000
2020	102-500731	Contracts for Pgr Svcs	42117709	-0-	\$990,000	\$990,000
2021	102-500731	Contracts for Pgr Svcs	42117709	0-	\$990,000	\$990,000
	, <u>, , , , , , , , , , , , , , , , , , </u>		Sub-Total	\$3,960,000	\$1,980,000	\$5,940,000

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

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
2020	102-500731	Contracts for Pgr Svcs	4211770 8	-0-	\$110,000	\$110,000
2021 102	102-500731	Contracts for Pgr Svcs	4211770 8	-0-	\$110,000	\$110,000
,			Sub-total	-0-	\$220,000	\$220,000
			Total	\$3,960,000	\$2,200,000	\$6,160,000

EXPLANATION

The purpose of this request is to expand upon the existing contract that provides a statewide Child Care Resource and Referral Services 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 providing a centralized network of services for families in need of child care and community services, and for child care service providers. Many of the components of this contract are essential or specifically required to support and/or meet the reauthorization of the Child Care and Development Fund Block Grant from the federal government

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. This service is essential for assisting families in maintaining employment and training by providing information and access to child care throughout the state. Child care providers are linked to professional resources, technical assistance and training which helps to improve program quality, along with supporting the child care providers in recruiting, retaining and training their own workforce in a market with significant staff shortages.

The Division of Economic and Housing Stability administers the Child Care and Development Fund available through the Federal Office of Child Care and Development Fund. These funds support eligible 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 child care programs through a variety of trainings which include Child Care Basics, health and safety trainings, leadership development and other topics recommended by the Department, or as requested by child care providers. Targeted technical assistance in the areas of Emergency Preparedness, Credentialing, and NH Early Learning Standards is also provided, which result in positive outcomes for children.

The original contract was competitively bid. As referenced in the Request for Proposals and in Exhibit C-1 of this contract, the Department has the option to extend contract services for up to three (3) periods of two (2) years each, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council. The Department is exercising two (2) years of renewal options, which will be the final years for this contract. Future services will be obtained through a new procurement prior to the end of this renewal period.

The Contractor successfully fulfilled and achieved the performance measures in the original contract and amendments.

In SFY 2018, approximately 2,700 families accessed Child Care Resource and Referral services, 3,000 child care providers received training, and 850 child care providers received technical assistance.

His Excellency, Governor Christopher T. Sumunu and the Honorable Council
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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 reauthorized Child Care and Development Block Grant. This is currently accomplished through this contract by use of the Child Care Aware® of America National Data Suite.

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 families. In addition to not providing these services, it would also result in the Department being out of compliance with the Child Care and Development Fund Federal Plan and the additional 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, and Federal Award Identification Number (FAIN) 1901NHCCDF, 2001NHCCDF, 2101NHCCDF.

Area Services: Statewide

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

leffrey A. Meyers Commissioner

spectfully submitted.



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 #4 to the Child Care Resource and Referral Services

This 4th Amendment to the Child Care Resource and Referral Services contract (hereinafter referred to as "Amendment #4") dated this, 2nd day of May, 2019 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 at, 40 Pine Street, Manchester, New Hampshire, 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 27, 2015 (item #21), amended on May 4, 2016 (item #5A), August 3, 2016 (item #5B), and amended on February 1, 2017 (item #11), 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 Form P-37, General Provisions, Paragraph 18 of the Agreement, and Exhibit C-1 Paragraph 3, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval of the Governor and Executive Council; and;

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation and modify the scope of services to support continued delivery of these services, and; and

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

- Form P-37, General Provisions, Item 1.7, Completion Date, to read: June 30, 2021
- Form P-37, General Provisions, Item 1.8, Price Limitation, to read:
 \$6,160,000
- 3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
 Nathan D. White, Director
- 4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read: 603-271-9631
- 5. Delete Exhibit A, in its entirety and replace with Exhibit A Amendment #4.
- 6. Add Exhibit A-1, Amendment #4, Performance Measures and Goals.
- 7. Add Exhibit B-4, Amendment #4, Budget Worksheet SFY 2020.
- 8. Add Exhibit B-5, Amendment #4; Budget Worksheet SFY 2021.



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.

5 8 1 9 Date 1 9 State of New Hampshire
Department of Health and Human Services

Name Chilotine Santaniello Title: Porchy, Dr. P.

Southern New Hampshire Services, Inc.

May 6- 2019

Date (

Mama: Donnalee Lazeau

Litle: Executive Director

Acknowledgement:

State of <u>New Hours lus</u> County of <u>Hills word</u> on <u>New 6, 209</u>, before the undersigned officer, personally appeared the person identified directly 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 Notary Public - New Hampshire My Commission Expires November 18, 2020

Name and Title of Notary or Justice of the Peace



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

> Name: Title:

Date



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

Exhibit A - Amendment #4

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 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.
- 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.

2. Scope of Services

- 2.1. The Contractor shall promote and market high quality, culturally competent, Child Care Resource & Referral (CCR&R) services statewide, to families, providers, businesses and community members, which includes, but is not limited to:
 - 2.1.1. Annually update marketing materials using Child Care Aware® of America's (formerly NACCRRA) 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;
 - 2.1.1.6. Other marketing tools;

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

Exhibit A - Amendment #4

- 2.1.1.7. Materials will be updated in both English and Spanish, occurring in May of each year, and at minimum, will contain:
 - 2.1.1.7.1. Program name;
 - 2.1.1.7.2. Toll free phone number; and
 - 2.1.1.7.3. Website.
- 2.1.2. The Contractor shall maintain a comprehensive website that meets the requirements of the U. S. Department of Health & Human Services, Administration for Children & Families (ACF), Office of Child Care State and Territory Child Care Consumer Education Websites: Self-Assessment Checklist. This website serves as the NH Consumer Education Website for Child Care and shall be clearly identified as such and shall be approved by the Department.
 - 2.1.2.1. 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. Tabs specific to Families and Providers will be created as outlined below:
 - 2.1.2.1.1. 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 a link to NH Easy, an online application link for assistance), Complaint Policies, Family Resources, and
 - 2.1.2.1.2. Providers: This tab will be on the main page of the website and will give Providers the option of searching for training through the NH Professional Registry, will include Provider Resources, and social media options.

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Exhibit A - Amendment #4 -

- 2.1.2.2. This site will be reflective of New Hampshire and will have:
 - 2.1.2.2.1. Photos and videos that specifically depict child care services throughout the state;
 - 2.1.2.2. There will be an "About Us" tab to give the site a friendly and usable feet for a statewide audience. Included in the tab will be sub-headings connecting to information about the Department's Bureau of Child Development and Head Start Collaboration (BCDHSC), followed by information about the Child Care Resource & Referral (CCR&R) program and organization. In addition, links to other Department contractors, who provide services to child care programs, shall be included at the discretion of the Department;
 - 2.1.2.2.3. The NH Professional Registry, will be housed on this site for quick access as will the Online Referral Module for families seeking child care referrals;
 - 2.1.2.2.4. A link to Eventbrite trainings and Facebook; and
 - 2.1.2.2.5. A translator function will be available on this site to translate information into any language.
- 2.1.3. The Contractor shall disseminate marketing materials and information, to promote public awareness, through various means such as:
 - 2.1.3.1. Local hospitals; including prenatal classes
 - 2.1.3.2. Pediatrician, obstetric and general practitioner offices;
 - 2.1.3.3. Early intervention programs;
 - 2.1.3.4. Churches;
 - 2.1.3.5. Local retailers;
 - 2.1.3.6. Realtors:
 - 2.1.3.7. Libraries:
 - 2.1.3.8. Grocery stores;
 - 2.1.3.9. Restaurants;

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	•
2.1.3.10.	DHHS district offices;
2.1.3.11.	NHEP offices and partner meetings;
2.1.3.12.	Health clubs;
2.1.3.13.	Malls;
2.1.3.14.	Community boards;
2.1.3.15.	School districts and local community colleges;
2.1.3.16.	Through community events;
2.1.3.17.	Family resource centers;
2.1.3.18.	Community action agencies, (including Head Start);
2.1.3.19.	WIC;
2.1.3.20.	211;
2.1.3.21.	Fuel assistance offices; and
2.1.3.22.	Child health support services and workplace success programs.

- 2.2. The Contractor shall 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:
 - 2.2.1. Maintain regular business hours, at a minimum, 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 (4) 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, as identified in Paragraph 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.

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- 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).
- 2.2.5. Make connections with McKinney-Vento Liaisons to identify children who may not be school age, but require child care services, as well as school age children who are in need of before/after school care. Connections may be made through the Director of the Office of Homeless Education at the NH Department of Education, and will minimally include information about Child Care Resource and Referral and the services they provide.
- 2.3. The Contractor shall follow up with clients two (2) to three (3) weeks after an initial referral is taken, using a developed evaluation and follow up process, using various methods which shall include, but not be limited to:
 - 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 shall enter all information concerning follow-up attempts and completed surveys into the Department's designated data system and provide a quarterly report to the Department's Program Specialist monitoring the contract.
- 2.5. The Contractor shall collaborate with the Department's 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 "Go-to-Meeting", or other online meeting or video conferencing tool formats, conference calling to 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;

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- 2.5.4. Work with the Department's Child Care Licensing Unit (CCLU) to maintain and update an accurate and complete database of child care programs within the Department's designated data system;
- 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 the Department's BCDHSC Specialists on ensuring that the data in each of their respective databases are accurate in terms of which providers are enrolled in and accepting child care scholarships.
- 2.6. The Contractor shall maintain current relationships/collaborations with other agencies and organizations to maximize child care resource services. These agencies/organizations include, but are not limited to:
 - 2.6.1. New Hampshire Employment Program;
 - 2.6.2. Bureau of Child Development and Head Start Collaboration (BCDHSC);
 - 2.6.3. Child Care Licensing Unit;
 - 2.6.4. Early Head Start and Head Start Programs;
 - 2.6.5. Alliance for Better Childcare (ABC);
 - 2.6.6. Arts Alliance of New Hampshire;
 - 2.6.7. Early Learning New Hampshire (ELNH);
 - 2.6.8. New Hampshire Association for the Education of Young Children (NHAEYC):
 - 2.6.9. New Hampshire Children's Trust;
 - 2.6.10. State Early Learning Alliance (SELA);
 - 2.6.11. Spark NH; Early Childhood Advisory Council
 - 2.6.12. Watch Me Grow NH;
 - 2.6.13. ACROSS NH
 - 2.6.14. Early Education and Intervention Network;
 - 2.6.15. Family Resource Centers;
 - 2.6.16. Granite State College;
 - 2.6.17. Dr. Michael Kalinowski or other Market Rate Survey contractor;

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- 2.6.18. Preschool Technical Assistance Network (PTAN); and
- 2.6.19. DHHS Divisions and Bureaus as applicable and/or requested by the BCDHSC.
- 2.7. The Contractor shall provide web-based services for families and child care providers by using the Department's designated data system to access and maintain the database for the Department, including the client, provider and community data. The National System for Child Care (NDS) is the current data system. NDS consists of the following modules currently in use:
 - 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; and
 - 2.7.3. Training Tracking and Technical Assistance Management or TTAM which consists of various components including, but not limited to:
 - 2.7.3.1. Training Tracking (TT) will manage, track and report trainings for child care providers.
 - 2.7.3.2. The Training Portal, which is for Trainers/Trainees, provides web based access for Trainer and Trainee records.
 - 2.7.3.3. The Online Training Calendar (OTC) via TTAM, provides CCR&R with the ability to create local, regional and statewide training calendars and allow training participants to register online for these training opportunities.
 - 2.7.3.4. Technical Assistance Management (TA) is the module used to manage, track and report on technical assistance provided to child care programs.
 - 2.7.3.5. Training Registry (TR) will track the demographics, education, employment background and training history of child care providers and cross sector professionals and will also identity and record their advancement in the field.

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- The Contractor shall ensure that data collection and reports are accurate and consistent statewide.
 - 2.8.1. The Contractor shall actively assist in maintaining the Department's designated data system to house statewide data with accurate and current information regarding child care needs and child care program information;
 - 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; and
 - 2.8.4. The Contractor shall conduct a minimum of five (5) updates to the Department's designated data system on an annual basis, which includes, but is 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 shall ensure the database is updated on a regular basis and will delete any duplicate or unnecessary data. The Department will provide the protocol for transitioning, maintaining and deleting of client, provider and community records, if a data system other than the current vendor is chosen. In the event a new vendor is chosen, Paragraphs 2.9.1, through Part 2.9.2.5.2.4 will be superseded.
 - 2.9.1. Protocol for deletion of client, provider and community records includes the deletion of:
 - 2.9.1.1. Inactive clients with no action log history within the past two (2) 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 (2) years;

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2.9.2.

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2.9.1.4.	Child care year;	programs/providers with no activity within a calenda					
2.9.1.5.	Duplicate of	Duplicate community records; and					
2.9.1.6.		Community records not actively used by CCR&R staff within a calendar year.					
The proto limited to:		ting current information shall include, but not be					
2.9.2.1.	Client Sect	tion:					
	2.9.2.1.1.	Entering client information for referrals will be done within one (1) 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 Department.					
2.9.2.2.	Provider S	ection:					
	2.9.2.2.1.	Entering new providers in the database when received within five (5) 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; and					
·	2.9.2.2.4.	Updating Preventive and Protective Care and new/closed programs within five (5) business days of receiving lists from the Department.					

2.9.2.3. Community Section:

- 2.9.2.3.1. Adding Community Records will be done within five (5) 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; and

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2.9.2.4.

2.9.2.5.

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2.9.2.3.3.	•	nmunity records will be done in anuary of each year.
Online Refe	erral Module (ORM):
2.9.2.4.1.		on and configuration based on the needs will be done as needed.
Training an	nd Technical A	ssistance Management Module
2.9.2.5.1.	Training and limited to:	Tracking (TT) shall include, but not be
	2.9.2.5.1.1.	Entering training, trainers, host sites (facilities), training competency data will be done on a monthly basis;
	2.9.2.5.1.2.	Enrolling trainees and entering information upon completion of training within five (5) business days;
	2.9.2.5.1.3.	Merging duplicate registry user accounts will be done as needed;
	2.9.2.5.1.4.	Training reporting will be done on a quarterly basis;
	2.9.2.5.1.5.	Final competency count will be updated weekly or as requested; and
	2.9.2.5.1.6.	TT Training for CCR&R staff will be done upon hire, as needed.
2.9.2.5.2.	Technical As	sistance (TA) Management:
	2.9.2.5.2.1.	Entering TA initiatives will be done as needed;
	2.9.2.5.2.2.	Entering TA project, episode will be done upon completion of the project or episode;
	2.9.2.5.2.3.	Assessing and Reporting on TA will be done on a quarterly basis; and

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- 2.9.2.5.2.4. TA Training for CCR&R staff will be done upon hire, as needed.
- 2.10. The Contractor shall provide statewide child care resource, referral, recruitment, and educational training, coaching and targeted technical assistance services to licensed center and family based providers, as well as license exempt child care providers. These services include, but are not limited to:
 - 2.10.1. Offering training in five (5) regions throughout the state;
 - 2.10.2. Offering a variety of training formats, including, but not limited to, evening trainings, conferences, full-day events and institutes;
 - 2.10.3. Expanding 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; and
 - 2.10.4. Providing 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 shall provide targeted coaching and/or 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 shall provide Child Care Basics Trainings, or comparable foundational level trainings, in modalities that may include, but not be limited to, online modules.
- 2.13. The Contractor shall offer other workshops on a statewide level, which must include health and safety training.
 - 2.13.1. The Contractor shall provide "Caring for Our Children: Health, Safety, Nutrition and Wellness" Conferences. Training topics will be based on Caring for Our Children Health and Safety Standards and shall include, but not be limited to:
 - 2.13.1.1. Preventing Spread of Infectious Disease;
 - 2.13.1.2. Prevention of Sudden Infant Death Syndrome (SIDS);

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- 2.13.1.3. Medication Administration:
- 2.13.1.4. Prevention of and Response to Emergencies Due to Food and Allergic Reactions;
- 2.13.1.5. Building and Physical Premises Safety;
- 2.13.1.6. Prevention of Shaken Baby Syndrome;
- 2.13.1.7. Emergency Preparedness;
- 2.13.1.8. The Handling and Storage of Hazardous Materials;
- 2.13.1.9. Transportation and Child Passenger Safety; and
- 2.13.1.10. Child Abuse and Neglect: Including Recognition and Mandatory Reporting.
- 2.13.2. A training track during this conference shall be offered in Spanish when the conference is held in the Southern/Manchester region and/or translation services shall be provided, based on need.
- 2.14. The Contractor shall market and facilitate training opportunities to ensure child care program staff, statewide, will have the opportunity to help meet Child Care Licensing and Federal Office of Child Care training requirements.
 - 2.14.1. Specific marketing methods that will be used to market and promote awareness of CCR&R professional development activities for child care programs and providers shall include, but not be limited to:
 - 2.14.1.1. Email distribution lists;
 - 2.14.1.2. Website(s);
 - 2.14.1.3. Marketing materials;
 - 2.14.1.4. Social media:
 - 2.14.1.5. Eventbrite;
 - 2.14.1.6. New Hampshire Professional Registry;
 - 2.14.1.7. Spark NH PORTAL (Professional Opportunities, Resources, Trainings and Links);
 - 2.14.1.8. Directors and Leadership Collaborations;
 - 2.14.1.9. Materials for Dual Language Learners;

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- 2.14.1.10. Child Care Resource and Referral Training and Marketing Specialist;
- 2.14.1.11. Training Modalities including, but not limited to:
 - 2.14.1.11.1.Instructor-led training:
 - 2.14.1.11.2.E-learning;
 - 2.14.1.11.3. Webinar capability;
 - 2.14.1.11.4.Links and Resources;
 - 2.14.1.11.5. Training collaborations and partnerships; and
 - 2.14.1.11.6.Host sites.
- 2.14.2. Initial marketing shall be done in September of each year when the annual training calendar is completed and disseminated.
 - 2.14.2.1. This calendar shall be mailed to all licensed programs and license exempt programs in the NDS database;
 - 2.14.2.2. Dissemination through Constant Contact shall also take place, linking programs and individuals to the posting of this calendar on the website;
 - 2.14.2.3. Constant Contact shall be used on a monthly basis to remind providers that the monthly training registration is open and what trainings are available for registration;
 - 2.14.2.3.1. This will be done through the "Monthly Minutes"; and
 - 2.14.2.3.2. Updates will be sent on the 15th of each month through the "At-A-Glance" editions and will also consist of training reminders for up-coming trainings and for those trainings that are still available for registration.
 - 2.14.2.4. Child Care Aware of NH Facebook shall be used as a means to market training opportunities and reminders;

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- 2.14.2.5. The "Monthly Minutes" shall be mailed out to programs without internet capabilities, to promote equal access of training opportunities;
- 2.14.2.6. The Annual Training Calendar shall be housed for view and will be available to download on the NH Child Care Consumer Education Website, and shall be referenced in marketing materials and Constant Contact disseminations; and
- 2.14.2.7. Trainings shall 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.
 - 2.14.2.7.1. Eventbrite trainings shall 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.
- 2.14.2.8. 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. This list shall include, but not be limited to references and links to the:
 - 2.14.2.8.1.1. American Heart Association:
 - 2.14.2.8.1.2. American Red Cross;
 - 2.14.2.8.1.3. Center for Disease Control;
 - 2.14.2.8.1.4. Federal Emergency Management Agency (FEMA);
 - 2.14.2.8.1.5. Healthy Child Care America;
 - 2.14.2.8.1.6. National Resource Center for Health and Safety in Child Care and Early Education; and
 - 2.14.2.8.1.7. Zero to Three.
- 2.15. The Contractor shall provide coaching and/or technical assistance (TA) services to child care providers and programs with a strength-based approach throughout the state of New Hampshire, and shall place an emphasis on targeted TA.

Contractor Initials

Data 5/6/19



Exhibit A - Amendment #4

- 2.16. The Contractor shall provide technical assistance specialists that meet the specific qualifications described in the New Hampshire Early Childhood Professional Development System for Mentor, Program Consultant or Allied Professional at the Master Professional level. These qualifications may be waived, on a case by case basis, by the Department.
- 2.17. The Contractor shall provide training specialists who meet the specific qualifications described in the New Hampshire Early Childhood Professional Development System for Workshop Trainer, Faculty or Allied Professional in the Master Professional level. These qualifications may be waived, on a case by case basis, by the Department.
- 2.18. Requirements for both training specialists and technical assistance specialists shall include, but are not limited to:
 - 2.18.1. Assisting with credentialing through the NH Early Childhood Professional Development System and the NH Professional Registry;
 - 2.18.2. 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);
 - 2.18.3. Providing technical assistance to child care programs to support them to implement the Strengthening Families approach;
 - 2.18.4. Assisting child care programs with completing a written Emergency preparedness plan based on the Incident Command System, and completing a written Continuity of Operations Plan (COOP);
 - 2.18.5. Assisting child care programs to create individual professional development plans designed to increase teacher competency;
 - 2.18.6. Training child care program staff how to implement the NH Early Learning Standards;
 - 2.18.7. Assisting child care providers to participate in NH Quality Recognition and Improvement System (QRIS);
 - 2.18.8. Assisting child care program staff to create and update annual workforce records in the New Hampshire Professional Registry;
 - 2.18.9. Availability to answer questions via telephone, email, at onsite visits, inperson at one of the regional outreach offices and/or at SNHS CCR&R sponsored trainings and events;

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Exhibit A - Amendment #4

- 2.18.10. Providing training and technical assistance around homelessness to child care programs to help identify families who may 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;
- 2.18.11. 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 onsite technical assistance; and
- 2.18.12. Providing training and technical assistance in writing child care program policies as advised by the Department. These policies may include, but are not limited to, inclusion policies and health and safety policies.
- 2.19. The Contractor shall conduct post disaster assessments of child care programs, as identified in the State Child Care Emergency Plan, if requested by the Department.
- 2.20. The Contractor shall appropriate a minimum of ten percent (10%) of the contract funds for infant and toddler activities.
- 2.21. The Contractor shall support child care programs with the implementation of the Pyramid Model, including, but not limited to, providing trainings and coaching with guidance from the Department.
- 2.22. The Contractor shall participate on the Pyramid Model State Leadership Team.

3. Cultural Considerations

- 3.1. The Contractor shall provide culturally responsive services to families and child care providers from diverse language and cultural backgrounds.
 - 3.1.1. CCR&R staff shall receive training in cultural competency;
 - 3.1.2. Translation and Interpretation services shall be provided through several venues.
 - 3.1.2.1. Staff may translate written materials or speak with families;

Contractor Initials

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Exhibit A - Amendment #4

- 3.1.2.2. Interpretation services shall be available through the Language Line:
- 3.1.2.3. The video remote option shall provide access to American Sign Language through computers to ensure the accuracy of visual cues; and
- 3.1.2.4. Written materials shall be made available in languages other than English.
- 3.1.3. The Contractor shall 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

- 4.1. The Contractor shall employ a minimum of fourteen (14) employees to manage and implement the required scope of services identified in Section 2 Services to Be Provided. All training and TA Team staff shall 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, but not be limited to:
 - 4.1.1. Program Manager: .
 - 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 minimum of three (3) credits focused on child growth & development;
 - 4.1.1.2. Five (5) years of experience in early childhood education;
 - 4.1.1.3. Planning and implementation of at least twenty-four (24) hours of group training of adults over a two (2) year period, or successful completion of the Trainer Development Program (TDP) and an additional twelve (12) hours of training post TDP; and
 - 4.1.1.4. Experience in supervision and leadership.

Contractor Initials Date 5/6/19



Exhibit A - Amendment #4

4.1.2. Lead Outreach Specialist

- 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) credits 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 (5) years of experience working with children and families in a community-based setting.

4.1.3. Four (4) Outreach Specialists

- 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) credits 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 (5) years, experience working with children and families in a community-based setting; and
- 4.1.3.4. Shall have the documentation required in Sub-section 4.2.

4.1.4. Professional Development Support Coordinator

- 4.1.4.1 Must have a minimum of a Baccalaureate degree in Early Childhood Education (ECE), or a post-graduate degree with a minimum of twenty-four (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;

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Exhibit A - Amendment #4

- 4.1.4.5. Proficient computer skills in relation to data entry, word processing and spreadsheet management; and
- 4.1.4.6. Five (5) years of experience working with children and families in a community-based setting, at least two (2) of which are in a program director supervisory or leadership role.
- 4.1.5. Training and Marketing Specialist
 - 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 (5) years of experience working in a community based setting is preferred.
- 4.1.6. Bilingual Support Specialist
 - 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 twenty-four (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
 - 4.1.6.6. Five (5) years' experience working with children and families in a community based setting.

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Exhibit A - Amendment #4

- 4.1.7. Four (4) Training and Technical Assistance Specialists for the provision of TA to child care programs.
 - 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 twenty-four (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 (5) years' experience working in an early childhood setting, at least two (2) of which are in a program director supervisory or leadership role.
- 4.1.8. Infant and Toddler Specialist
 - 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 twenty-four (24) credits in ECE or approved coursework of which at least nine (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 (5) years' experience working in an early childhood setting, at least three (3) of which must be training and/or teaching to adults on I/T content or consulting in I/T programs.

Contractor Initials

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Exhibit A - Amendment #4

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 and Goals

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

Contractor Initials

Date 5619

State of New Hampshire Department of Health and Human Services Exhibit A-1 Amendment #4 to the Child Care Resource and Referral Services

Section	Performance Measure and Goals	SFY 2020 Goal	SFY 2021 Goal
5.1.1.	The number of families receiving Financial Assistance to Needy Families (FANF) for whom child care referrals were provided.	1,500	1,500
5.1.2.	The number of families not receiving FANF for whom child care referrals were provided.	400	400
5.1.3.	The percentage of families receiving FANF for whom child care referrals were provided who were successful in having child care needs met.	70%	70%
5.1.4.	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%
5.1.5.	The number of families whose first language is not English for whom referrals were provided.	50	50
5.1.6.	The number of initiatives in which CCR&R collaborates with stakeholders.	20	20
5.1.7.	The number of updates to the DHHS designated data system database, including deleting duplicate and/or unnecessary data.	6	6
5.1.8.	The total number of training opportunities offered to child care program staff directly by CCR&R.	225	225
5.1.9.	The number of child care program staff who receive training around identifying and assisting families experiencing homelessness.	100	100
5.1.10.	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
5.1.11.	The number of child care program staff who complete health and safety training provided directly by CCR&R.	1,500	1,500
5.1.12.	The number of other health and safety training opportunities made accessible through referrals to the Spark NH PORTAL and the NH Professional Registry.	20	- 20

Exhibit A-1 Amendment #4 Performance Measures and Goals

Southern New Hampshire Services, Inc.

Contractor Initials:

Date 5-6-19

RFP-2016-DCYF-01-A04

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5.1.13.	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
5.1.14.	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
5.1.15.	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
5.1.16.	The number of child care programs for whom technical assistance was provided who implement the Strengthening Families approach.	12	12
5.1.17.	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 or complete a written Continuity of Operations Plan (COOP).	15	15
5.1.18.	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
5.1.19.	The number of child care programs for whom technical assistance was provided to implement the New Hampshire Early Learning Standards.	15	15
5.1.20.	The number of child care programs for whom technical assistance was provided who participate in the NH Quality Recognition and Improvement System (QRIS).	25	25
5.1.21.	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
5.1.22.	The number of child care programs for whom technical assistance was provided around identifying and assisting families experiencing homelessness.	10	10
5.1.23.	The number of License Exempt providers for whom technical assistance was provided around health and safety requirements, background checks and monitoring requirements.	15	15
5.1.24.	The number of child care providers whose first language is not English for whom technical assistance was provided.	10	10

Exhibit A-1 Amendment #4 Performance Measures and Goals

Southern New Hampshire Services, Inc.

RFP-2016-DCYF-01-A04

Page 2 of 2

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STATE OF NEW HAMPSHIRE

Approved Item#11 win

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: 1-800-736-2964 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 vear	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,

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

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,

Maùreen U Ryan

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:

- 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



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

12/21/16

Executive

Acknowledgement:

State of NewHampshire. County of Hillsharough on Aug 21, 2016, before the undersigned officer, personally appeared the person bentified 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

Name and Title of Notary or Justice of the Peace

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



The preceding Amendment, having been review execution.	ed by this office, is approved as to form, substance, an
	OFFICE OF THE ATTORNEY GENERAL
Date Date	Name: Wigh A-1200 Title: Affilm
I hereby certify that the foregoing Amendment w the State of New Hampshire at the Meeting on:	as approved by the Governor and Executive Council of(date of meeting)
	OFFICE OF THE SECRETARY OF STATE
	N-man
Date	Name: Title:

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

RFP	Performance Measure	SFY	SFY
Section		2018	2019
		Goal_	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 NACCRRA 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 NACCRRA 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 NACCRRA Data Suite).	20	20

Child Care Resource and Referral Services
Southern New Hampshire Services, Inc.
Exhibit A-1 – Performance Measures and Goals
Page 1 of 2

Contractor Initials Date Date

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

Child Care Resource and Referral Services Southern New Hampshire Services, Inc. Exhibit A-1 — Performance Measures and Goals Page 2 of 2 Contractor Initials D

Exhibit B-2, Amendment #3

New Hampshire	Department of	Health and	Human Servic	85
COMPLETE ONE I				

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

Marie Control of the	JP 77	1		100 TO 10	1. The second se	· · · · · · · · · · · · · · · · · · ·
Total Salary/Wages	\$ 526,182.00			526,187.00	· ·	•
2. Employee Benefits	\$ 194,520.00	3	\$	194,520.00 \$		•
3 Consultants	\$ 40,000.00	5 \$	- 5	40,000.00	10,000.00	
4. Equipmenting		<u> </u>	· \$	- 5		
	'S		- 15	- 5		
Repair and Maintenance	\$ -	15				
Purchase/Depreciation	\$ 3,000.0		- 13	3,000.00 \$		
5. Supplies:	\$	\$		<u>· \$</u>	———	•
Educational	3	\$		<u> </u>		
Leb	\$	15		\$		
Phermacy	\$	\$. 5	· [8		
Medical	•			·		
Office	\$ 16,500.0		· \$	16,500.00	1,500.00	•
6. Travel	\$ 30,000.00		- [\$	30,000.00		•
7. Occupancy	\$ 22,000.0	0 \$	- 1	22,000.00 \$		
8. Current Expenses			· \$	- 15		
Telephone	\$ 12,751.0		- \$	12,751.00 \$	-	
Postage	\$ 2,000.0		<u> </u>	2,000.00		
Subscriptions	\$ 4,500.0	0 \$	3	4,500.00		
Audit and Legal	_	\$.		\$		
insurance "	\$ 1,750.0	0 \$	- 13	1,750.00 3		
Board Expenses		\$. 18			
9. Software	\$ 10,000.0	0 \$	· [\$	10,000.00] \$		
10. Marketing/Communications	\$ 6,000.0	0 \$	- 5	6,000.00	<u></u> -	
11. Staff Education and Training	\$ 30,000.0	0 \$	-] \$	30,000.00 \$	500.00	
12. Subcontracts/Agreements	\$ -	\$	·] \$		-	
13. Other (specific details mandatory):	\$	\$	90,817.00 \$	90,817.00 \$	-	•
	\$	T\$			<u>.</u>	
		T \$	- 15	. \$	<i>)</i>	
		\$	- [\$			
TOTAL	\$ 899,183.0	0 \$	90,817.00 \$	\$90,000.00 8	12,000.00	

Indirect As A Percent of Direct

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 Bervices, Inc.

Budget Request for: Child Care Aware of NH

(Name of RFP

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

THE STATE OF THE S					4	and the second		Tariffica S	FE 4-		
1. Total SalaryWages	1.1	518,409.00			m	518,409.00	3			•	
2. Employee Benefits	1	203,375.00			Ī	203,375.00	\$	·] .		
3." Consultants		40,000.00	1		13	40,000.00	3	10,000.00]		•
4. Equipment:	3		3	•	[\$	-, -	. S	*]		
Rental				•	[\$	- [-]	3.	•]		
Repeir and Maintanance	-		\$		\$				}		
Purchase/Depreciation	-	3,000.00	5		L.	3,000.00					
5. Supplies:	-		\$_		[3	•			l I		
Educational			3		[]	•	H	•	1		,
Lab	1		\$ _		[\$		\$	_•_	1		
Pharmacy	1		3	•	[\$. •	\$_	• _			
Medical	\$	•	\$	-	3	•	5				
Office	[\$	18,500.00	*	•	\$	18,500.00	3	1,500.00]		
6. Travel	-\$	30,000.00	. \$		\$	30,000.00	3	•	1	•	
7. Occupancy	3	22,000.00	₹		1	22,000.00	\$]		
8. Current Expenses	3		3		\$	•	1	• •]		
Telephone	3	12,730.00	\$		13	12,730.00	\$]		
Postage	3	2,000.00	3		1	2,000.00	3]		
Subscriptions	1	4,500.00	\$		13	4,500.00	3	•	}		
Audit and Lagal	3		3	· ·	13		\$]	. •	
Insurance	1	1,750.00	3	-	13	1,750.00	3	•]		
Board Expenses	3		1	-	13		\$			•	
9. Software	\$	10,000.00	3		1 \$	10,000.00	\$	•			
10. Marketing/Communications	3	6,000.00			13	6,000.00	\$	•			
11. Staff Education and Training	1	28,919.00	3	•	13	28,919.00		500.00]		
12. Subcontracts/Agreements	\$		\$	•	13	•	\$,]		
13. Other (specific details mandatory):	13		3	90,817,00	[\$	90,817,00	\$]	•	
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	13		3	•	13	•	\$]		
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· TOTAL		899,183.00	T	90,817.00	T	990,000.00	1	12,000.00	1	·	

Indirect As A Percent of Direct

10.1%

NOTE: Minimum match funding per section 4.3 of RFP



Jeffrey A. Meyers Commissioner

Lorraine Bartlett Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

OFFICE OF HUMAN SERVICES AS SET TOO DAY

DIVISION FOR CHILDREN, YOUTH & FAMILIES

129 PLEASANT STREET, CONCORD, NH 03301-3857 603-271-4651 1-800-852-3345 Ext. 4451 FAX: 603-271-4729 TDD Access: 1-800-735-2964 www.dbhs.nb.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.

Gol Capproved Then 15B RVICES Her Excellency, Governor Margaret Wood Hassan and the Honorable Council Page 2 of 3

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 tow-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.

Maritee Niltan
Deputy Commissioner

Approved by:

The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.



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:

- 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
- Delete Exhibit A, Section 4 Staffing, Paragraph 4.1, Subparagraph 4.1.3 and replace with the following:

Southern New Hampshire Services, Inc. Amendment #2



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;
- 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.
- 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

Marilee Nihan Deputy Commissioner

Southern New Hampshire Services, Inc.

June 8-2016

Acknowledgement:

State of New Hempelmy. County of Hills Lorence 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 she executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Delica Stabier

Judra Stohrer Exec Asst

DEBRA D. STOHRER

Notary Public - New Hampshire
My Constitution Expires November 18, 2020

Southern New Hampshire Services, Inc. : Amendment #2



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

The preceding Amendment, having bee substance, and execution.	en reviewed by this office, is approved as to form);
	OFFICE OF THE ATTORNEY GENERAL	
7/8/14	MM	_
Date	Name: rugan A. Yayanan Title: Affanya Yayanan	-
I hereby certify that the foregoing Amer Council of the State of New Hampshire	ndment was approved by the Governor and Exec at the Meeting on: (date of	
	OFFICE OF THE SECRETARY OF STATE	: , .
Date	Name:	
	Title:	•



Jeffrey A. Meyers Commissioner

Lorraine Bertlett Director

Git c Approved Them # 5A 5-4-2016 The

STATE OF NEW HAMPSHIRE...

DEPARTMENT OF HEALTH AND HUMAN SERVICES

OFFICE OF HUMAN SERVICES

DIVISION FOR CHILDREN, YOUTH & FAMILIES

129 PLEASANT STREET, CONCORD, NH 03301-3867 603-271-4461 1-800-862-3346 Ext 4461 PAX: 603-271-4729 TDD Access: 1-800-736-2964 www.dbbanb.gov

March 17, 2018

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
l		· · · · · · · · · · · · · · · · · · ·	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.

 Her Excellency, Governor Margaret Wood Hassan and the Honorable Council
 Page 2 of 3

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.

Her Excellency, Governor Margaret Wood Hassan and the Honorable Council Page 3 of 3

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 Commissione

Approved by:

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:

- 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.

Southern New Hampshire Services, Inc. Amendment #1



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

Mary Ann Cooney

Associate Commissioner

Tetruary 18:20/6

Southern New Hampshire Services, Inc.

NamerTitle Executive birector

Acknowledgement:

State of New He working. County of Hills borned on Falmary R. Melpoefore the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that sine executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

OEBRA D. STONRER 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 substance, and execution.	g been reviewed by this office, is approved as to form,
· · · · · · · · · · · · · · · · · · ·	OFFICE OF THE ATTORNEY GENERAL
Date 4/2/14	Name: Man A. You Title: His you
I hereby certify that the foregoing A Council of the State of New Hamps	Amendment was approved by the Governor and Executive shire at the Meeting on:(date of meeting
	OFFICE OF THE SECRETARY OF STATE
Date	Name:
	/ ATitle:

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Nicholas A. Toumpas 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.dhbs.nb.gov

April 17, 2015

G&C Approved

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

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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 DVLP-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.

Her Excellency, Governor Margeret Wc assen and the Honorable Council Page 2 of 3

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.

Her Excellency, Governor Margaret Wow riassan and the Honorable Council Page 3 of 3

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

Easter Seals, NH
Southeastern Regional Education Service Center, Inc. (SERESC)

3. Southern NH Services (SNHS)

Pass/Fall	Maximum Points	Actual Points
	390	287
	390	238
	. 390	355

Reviewer Names

- Dague Clark (Cost) Administrator 1: III, Thayer
- Claudette Mallory (Cost) Program
 Specialist II, Thayer
- Dr. Ellan Wheatley (Tech), cost observer no-vote, Dir Res & Inst
- Kristin Booth (Tech) Program
 Specialist IV Thayer
 Jessica Sugrue (Tech) Program
 Specialist III Thayer
- 8. 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

A 4 A 4 A 4 A 4 A 4 A 4 A 4 A 4 A 4 A 4				
1.1 State Agency Name	•	1.2 State Agency Address		
NH Department of Health and Hu	man Services	129 Pleasant Street		
Division for Children, Youth and	Familics	Concord, NH 03301		
1.3 Contractor Name		1.4 Contractor Address		
Southern New Hampshire Service	s, Inc.	40 Pine Street		
		Manchester, NH 03103		
1.5 Contractor Phone	1.6. Account Number 05-095-42-421110-29780000	1.7 Completion Date	1.8 Price Limitation	
Number	03-093-42-421110-29780000	1	41 000 000	
603-668-8010	,	June 30, 2017	\$1,980,000	
1.9 Contracting Officer for S	tate Agency	1.10 State Agency Telephon	ne Number	
Eric Borrin, Director	· ·	603-271-9558	•	
1.11 Contractor Signature		1.12 Name and Title of Con	tractor Signatory	
Glassan (Gale F. Hennessy, Execu	tive Director	
1.13 A knowledgement: State	of WH. County of the Live	Nagh-		
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On 4445, 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 bi	ock 1.11, and acknowledged that	she executed this document in the	he capacity indicated in block	
1.12.		•	· · · · · · · · · · · · · · · · · · ·	
1.13.1 Signature of Notary Pu	bile or Justice of the Peace	PHANE D. F	FINSON, Notary Public	
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[Scal] 1.13.2 Name and Title of Nota	er or Incles of the Peace			
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- 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
- 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 taw.

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.

Contractor Initials:

Page 2 of 4

B. 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
- 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.
- 19. 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 coverant 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 cocurrence; 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

Contractor Initials:

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 renewalfs) thereof, which shall be attached and are incorporated herein by reference. The State shall not beresponsible 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 I.Z and I.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.

- 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.

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Scope of Services

1. Provisions Applicable to All Bervices

- 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 Agréement 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 ...

Southern New Harnothire Services, Inc.

- 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 NACCRRA) 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.



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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.
 - 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 Recebook

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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,

2.1.4.5. Local retailers,

Churches,

2.1.4.6. Realtors.

2.1.4.4.

- 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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- 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 inceach of the four regional offices (Concord/Laconia Regional Outreach Office. Berlin/Conway/Littleton Regional Outreach Office, Claremont/Keane 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 NACCRRA Data Suite database and provide a quarterly report to the Program Specialist monitoring the contract.
- 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 of other technological services as an alternative means to still engage with client personally with minimizing the expenses associated with travel and time providing direct inperson services;

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2.5.4.



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Work with CCLU to maintain and update, accurate and complete

	2.0.4.	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.
.6.	and.oi	ontractor will maintain current relationships/collaborations with other agencies reganizations to maximize child care resource services. These include but are nited 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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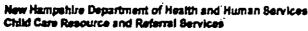




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- 2.7. The Contractor will provide web-based services for families and child care providers by using NACCRRAware Suite of Data Services (NDS) to access and maintain the database for the state. NDS consists of the following:
 - 2.7.1. NACCRRAware (NW) 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 identity 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

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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).

- The Contractor will ensure that data collection and reports are accurate and consistent statewide.
 - 2.8.1. Actively assist in maintaining the NACCRRA 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 NACCRRA Data Suite (NDS) on an annual basis which include but are not limited to:
 - 2.8.4.17 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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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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2.9.2.7.	Traini	ng and Technical Assistance management Module (TTAM):
2.9.2.7.1	1 . To	raining and Tracking (TT):
2.9.2.7.2		ntering training, trainers, host sites (facilities), training or petency data will be done on a monthly basis;
2.9.2.7.3		nrolling trainees and entering information upon completion of aining within five business days;
2.9.2.7.4	I. M	erging duplicate registry user accounts will be done as needed
2.9.2.7.5	5. Tr	raining reporting will be done on a monthly basis;
2.9.2.7.6	S. Fi	nal competency count will be updated weekly or as requested; ad
2.9.2.7.7	. П	Training for CCR&R staff will be done upon hire, as needed.
2.9.2.7.8). Te	echnical Assistance (TA) Management:
2.9.2	2.7.8.1.	Entering TA initiatives will be done as needed;
2.9.2	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	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 ticense 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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- Seek opportunities to provide training and targeted TA to 25 programs and 2.10.5. 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.
- The Contractor will provide targeted technical assistance to providers to fill unmet 2.11. 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.
- The Contractor will provide Child Care Basics Training and other workshops on a 2.12. 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.
 - Prevention of and Response to Emergencies Due to Food and 2.12.1.4. Allergic Reactions,
 - 2.12.1.5. Building and Physical Premises Safety,
 - Prevention of Shaken Bahy Syndrome 2 12 1 6
 - 2.12.1.7. Emergency Preparedness,
 - the Handling and Storage of Hazardous Materials, 2.12.1.8.
 - Transportation and Child Passenger Safety, and, 2.12.1.9.
 - Child Abuse and Neglect: Including Recognition and Mandatory 2.12.1.10. Reporting.
 - A training track during this conference will be offered in Spanish when the 2.12.2. 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;
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- 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",

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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,

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- 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:

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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, Inperson 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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- 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
 - 4.1.2.6. 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.

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Exhibit A

Southern New Hampshire Services, Inc.

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



Exhibit A

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	 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	 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.	 Five years' experience working in a community based setting is preferred.
4.1.6.	Billingual Support Specialist (located in the Southern/Manchester/Main Office);
4.1.6.	1. Must be Bilingual:
4.1.6.	 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.	 Strong written and verbal communication skills;
4.1.6.	Excellent customer service skills;
. 4.1.6 .	5. Proficient computer skills in relation to data entry, word processing, and spreadsheet management; and

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



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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. Mush 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 opreadsheet 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."

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Southern New Hamoshire Services, Inc.

Exhibil A

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Exhibit A-1 – Performance Measures and Goals

RFP	Performance Measure	SFY	SFY
Section		2016	2017
	-	Goal	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 NACCRRA 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 NACCRRA 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 NACCRRA 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

Child Care Resource and Referral Services Southern New Hampshire Services, Inc. Exhibit A-1 – Performance Measures and Goals Page 1 of 2 Contractor Initials 641

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

Child Care Resource and Referral Services Southern New Hampshire Services, Inc. Exhibit A-1 – Performance Measures and Goals Page 2 of 2 Contractor Initials (10)

Exhibit B



Method and Conditions Precedent to Payment

- 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.
- 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 R.1
- 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.
- 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.

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New Hampshire Department of Health and Human Services Exhibit C



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:

- 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.
- 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. Gratuktios or Kleikbacks: 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 Contractors 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;

 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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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:

- 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.

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New Hampehire Department of Health and Human Services Exhibit C



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: Comptiance 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 produce 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 coverants 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), it it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

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New Hampshire Department of Health and Human Services Exhibit C



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.usdo//about/ocr/pdfs/cert.pdf.

- 17. Limited English Proficiency (LEP): As clarified by Executive Order 13168, 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.
- 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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Date 4417

Exhibit C - Special Provisions

New Hampshire Department of Health and Human Services



Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

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.

Exhibit C - Special Provisions

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New Hampshire Department of Health and Human Services

Exhibit C-1



REVISIONS TO GENERAL PROVISIONS

- Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 - 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.
- 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.
- 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 properly 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.

Exhibit C-1 - Revisions to Standard Provisions

Contractor Initials 6(4)

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