

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
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May 22, 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 enter into an agreement with Southern New Hampshire Services, 40 Pine Street, Manchester, NH 03103, (Vendor # 177198), to provide a Combined Services Program that will assist individuals who are low-income with building the skills, knowledge and work habits necessary to obtain and retain gainful employment in occupations that support long-term self-sufficiency, in an amount not to exceed \$10,270,058, effective July 1, 2019 or upon date of Governor and Executive Council approval, whichever is later, through September 30, 2021. 75% Federal Funds, 25% General Funds.

Funds are anticipated to be available in the following account(s) for State Fiscal Year (SFY) 2020, 2021 and SFY 2022, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust encumbrances between state fiscal years through the Budget Office if needed and justified.

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

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for Prog Svc	Do not specify	\$4,564,470
2021	102-500731	Contracts for Prog Svc	Do not specify	\$4,564,470
2022	102-500731	Contracts for Prog Svc	Do not specify	\$1,141,118
			Total	\$10,270,058

EXPLANATION

The purpose of this request is to provide a Combined Services Program that assists individuals who are low-income with building the skills, knowledge, work experience and work habits necessary to obtain and retain gainful employment in occupations that support long-term self-sufficiency.

The Department anticipates 2,000 individuals will be served through contracted services between July 1, 2019 and September 30, 2021

These services include case management services for Temporary Assistance for Needy Families (TANF) clients, which meet both federal TANF work program requirements and requirements of the New Hampshire Employment Program (NHEP). NHEP Employment Counselor Specialists use motivational interviewing and coaching techniques, as well as a whole family approach, to assist clients to gain a pathway out of poverty and improve the health, well-being and stability of children and their parents. The Employment Counselor Specialists and related staff are located throughout the State.

Simulated work environments are also provided through this program. The Contractor is required to have 185 program spaces available, statewide. Clients using the simulated work environments are required to participate in defined work activities so they may develop the skills necessary to obtain, retain and advance in their employment. Activities include how to appropriately balance work and family responsibilities, which assists the family to thrive. Staff will facilitate the operation of the simulated work environments and provide services that align with allowable TANF work activities.

Individuals who receive the services provided through this program participate in defined, allowable TANF work activities. Participation in work activities ensures participants either meet TANF work participation requirements or obtain employment and other services, which help families through the employment of parents. The services provided as a result of this contract, work to eliminate or reduce the harmful effects of poverty on families and children by fostering employment and opportunity as a means to economic independence. Individuals receiving services include low-income parents, as well as other populations eligible to receive services under the TANF program.

In addition to case management services, simulated work environments and work activities, the Contractor will also provide job readiness services. These job readiness services include conducting vocational assessments, assisting program participants in identifying and defining short, medium and long-term vocational goals and establishing a career pathway to achieve those goals.

The Contractor develops appropriate training plans and identifies funding resources to assist program participants meet their established goals, as well as defining secondary and post-secondary education and/or training programs, including apprenticeships. Careers, career paths, labor needs within the current local job market or labor market of interest are identified with clients to set them on a path to successful long-term employment. Job readiness services also include consumer credit and financial literacy training, including budget training, leading participants to holistic economic and career success.

The following performance measures/objectives will be used to measure the effectiveness of the agreement:

- One-hundred percent (100%) of all participants successfully exit the program:
 - Through completion of all hours, as assigned, or
 - In order to pursue employment, or
 - In order to pursue another approved TANF activity, or
 - Eligibility for the program has ended.
- Ninety percent (90%) of all participants complete a vocational assessment within sixty (60) days of beginning services.

- Eighty percent (80%) of participants receive a WorkKeys certification, prior to exiting the program.
- Eighty percent (80%) of participants update or create their resume and complete job search, application and interviewing training, prior to exiting the program.
- Sixty percent (60%) of participants who participate in community service placement and/or work experience placement transition directly into On-the-Job Training (OJT), or into unsubsidized employment.
- Ninety percent (90%) of participants who enter into an OJT position remain employed for the length of the OJT contract period.

Southern New Hampshire Services, Inc. was selected for contract services through a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services' website from January 11, 2019 through February 7, 2019. The Department received two (2) proposals. The proposals were reviewed and evaluated by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the proposals/applications. The Score Summary Sheet is attached.

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 four (4) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

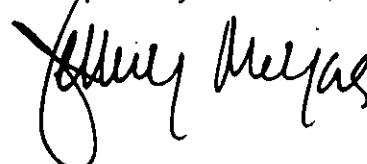
Should the Governor and Executive Council not authorize this request, individuals in the New Hampshire TANF program would be in jeopardy of not meeting the Department's federal participation requirements, which, in return, may result in significant financial penalties imposed by the federal Administration of Children and Families.

Area served: Statewide, 2,000 individuals served.

Source of Funds: 75% Federal Funds from the U.S. Department of Health and Human Services, Administration for Children and Families, Temporary Assistance for Needy Families, CFDA #93.558, FAIN# 18NHTANF; and 25% General Funds.

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

Respectfully submitted,



Jeffrey A. Meyers
Commissioner



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

Combined Services Program for TANF
Work Requirements

RFP-2019-OHS-01-COMBI

RFP Name

RFP Number

Bidder Name

1. Southern New Hampshire Services, Inc.
2. RES-CARE, Inc.
3. 0

Pass/Fail	Maximum Points	Actual Points
484	525	0
340	525	0
	525	0

Reviewer Names

1. Jill Burke, Chief of Prevention & Educational Services, BDAS
2. Karyl Provost, Administrator, DEHS, Bureau of Employment Supports
3. Jean Drouin, Business Administrator, Finance Dept, DHHS
4. Michelle Balon, Employment Counselor Spclst, Trans Assist Div, DFA
5. Laurie Foster, AIU Supervisor, Prog Specialist II, Bureau of Employ Suprt

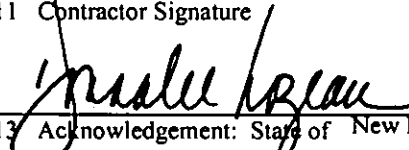

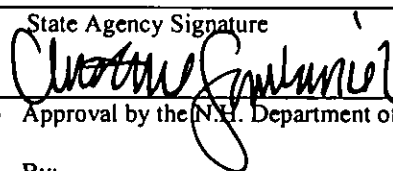
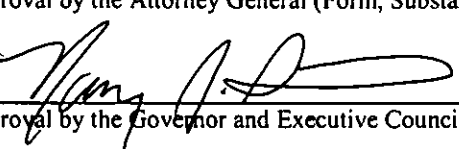
Subject: RFP-2019-OHS-01-COMBI

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Southern New Hampshire Services		1.4 Contractor Address 40 Pine Street, Manchester, NH 03103	
1.5 Contractor Phone Number 603-668-8010	1.6 Account Number 010-045-61270000-102-500731	1.7 Completion Date September 30, 2021	1.8 Price Limitation \$10,270,058
1.9 Contracting Officer for State Agency Nathan D. White, Director Bureau of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Donnalee Lozeau, Executive Director	
1.13 Acknowledgement: State of New Hampshire, County of Hillsborough On <u>May 17, 2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> [Seal]  </div> <div style="text-align: center;"> DEBRA D. STOHRER Notary Public - New Hampshire My Commission Expires November 18, 2020 </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace Debra Stohrer, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Christine Santaniello, Director, DEHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>5/29/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

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

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



New Hampshire Department of Health and Human Services
Combined Services Program for TANF Work Requirements
Exhibit A

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 agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. 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 September 30, 2021, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.
- 1.4. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.0. et seq.

2. Scope of Services -

- 2.1. The Contractor shall provide services to Temporary Assistance for Needy Families (TANF)-eligible individuals and low-income parents, statewide, including individuals who are applicants for or recipients of TANF program services, per the TANF State Plan, which may include:
 - 2.1.1. Low-income parents;
 - 2.1.2. Non-custodial parents; and
 - 2.1.3. Childless adults ages 18 – 24 years of age.
- 2.2. The Contractor shall propose re-designs of the delivery of contracted services due to lessons learned; federal requirements; and the changing labor market.
- 2.3. The Contractor shall provide the following separate and distinct services:
 - 2.3.1. Staffing to provide case management and coaching services for TANF clients to meet the requirements of;
 - 2.3.1.1. The New Hampshire Employment Program (NHEP); and
 - 2.3.1.2. The work program under TANF. The Contractor shall:

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5/17/19



**New Hampshire Department of Health and Human Services
Combined Services Program for TANF Work Requirements
Exhibit A**

- 2.3.1.2.1. Assist clients with obtaining and retaining employment as well as creating pathways out of poverty.
 - 2.3.1.2.2. Operate simulated work environments and provide services that align with allowable TANF work activities.
 - 2.3.2. Staffing and operating a minimum of twelve (12) simulated work environment locations identified by the Department, statewide.
- 2.4. The Contractor shall ensure:
- 2.4.1. NHEP Employment Counselor Specialists utilize motivational interviewing and coaching techniques and a whole family approach to jobs, in order to assist clients with gaining a pathway out of poverty.
 - 2.4.2. Employment Counselor Specialists and related staff are located at the simulated work environment locations identified by the Department.
 - 2.4.3. TANF clients at the simulated work environments participate in allowable work activities to obtain the necessary skills for obtaining, retaining and advancing in employment, including, but not limited to, creating a career path and developing skills for balancing work and family responsibilities in order that the family can thrive.
 - 2.4.4. All clients leaving the program complete Vocational Assessments, that include the development of career pathways.
 - 2.4.5. Clients complete the WorkKeys Assessment and attain a WorkKeys Certification.
 - 2.4.6. Clients successfully complete the Job Readiness activities.
 - 2.4.7. Clients leaving Job Readiness create Job Search tools necessary to conduct an effective job search.
 - 2.4.8. Clients engage in the Works Skills Training activity and demonstrate two (2) or more new job skills, prior to exiting the activity.
 - 2.4.9. Client satisfaction exit surveys are conducted prior to clients exiting from the program.
 - 2.4.10. Clients who engage in community service and work experience activities are able to demonstrate two (2) or more new job skills prior to exiting the activities.
 - 2.4.11. A minimum of 300 Work Experience Program (WEP) active and inactive host sites are maintained.

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5/17/19



**New Hampshire Department of Health and Human Services
Combined Services Program for TANF Work Requirements
Exhibit A**

- 2.4.12. A database of Alternative Work Experience Program (AWEP), Community Work Experience Program (CWEP) and On-the-Job Training (OJT) host sites developed are created and maintained;
 - 2.4.13. Clients successfully transition community service and work experience activities into employment.
 - 2.4.14. Employment, community service and work experience activities support the identified career plan.
 - 2.4.15. A minimum of 50 OJT contracts are executed and monitored in each year.
 - 2.4.16. Clients placed in OJT employment successfully complete the training programs with the employer
 - 2.4.17. Clients meet the requirements of the TANF Work Program.
 - 2.4.18. Services provided meet the requirements of Public Law 104-193, August 22, 1996 and 45 CFR, section 260 – 265.
 - 2.4.19. Should federal requirements be altered, the Contractor shall work in good faith with the Department to alter services to meet the current federal requirements.
 - 2.4.20. Should Revised Statutes Annotated (RSA) 167:77 – 91 be altered, the Contractor shall work in good faith to meet the requirements of current state laws.
- 2.5. The Contractor shall provide job readiness services, that include but are not limited to:
- 2.5.1. Conducting vocational assessments using standardized tools as approved by the Department.
 - 2.5.2. Assisting clients create career pathways that include that include short, medium and long-term goals to identified vocational goals.
 - 2.5.3. Developing appropriate training plans and identifying funding resources to achieve goals for
 - 2.5.3.1. Secondary and post-secondary education; and/or
 - 2.5.3.2. Training programs that include, but are not limited to, apprenticeships.
 - 2.5.4. Assisting clients with access to education, training and apprenticeship funds and services.
 - 2.5.5. Identifying careers that are available and employers' labor needs within the current local job market or labor market area of interest.



**New Hampshire Department of Health and Human Services
Combined Services Program for TANF Work Requirements
Exhibit A**

- 2.5.6. Training on successfully balancing work and family.
- 2.5.7. Training on consumer credit and financial literacy training that includes budget training and tools most frequently used by clients including, but not limited to:
 - 2.5.7.1. Earned Income Tax Credit (EITC) utilization;
 - 2.5.7.2. Child Care Tax Credit and education; and
 - 2.5.7.3. Current information available through Cash Coalition seminars.
- 2.5.8. Providing post TANF/job retention curriculum.
- 2.5.9. Providing Job search education to assist clients with effective job searches that lead to employment, which may include but is not limited to:
 - 2.5.9.1. Creating cover letters and resumes.
 - 2.5.9.2. Completing applications.
 - 2.5.9.3. Developing job interviewing skills.
 - 2.5.9.4. Utilizing existing labor market tools including, but not limited to:
 - 2.5.9.4.1. Job Club,
 - 2.5.9.4.2. Networking.
 - 2.5.9.4.3. Peer support.
 - 2.5.9.4.4. Learning about suitable job openings.
 - 2.5.9.5. Providing forums for client-facilitated conversations to discuss client barriers and potential resolutions and resources regarding barriers that may include, but are not limited to:
 - 2.5.9.5.1. Transportation.
 - 2.5.9.5.2. Childcare.
 - 2.5.9.5.3. Current workforce issues.
 - 2.5.9.5.4. Life challenges.
 - 2.5.9.6. Providing Alternative Work Experience Placements (AWEP) in accordance with RSA 167.91 that provide individuals with an opportunity to acquire the general skills, knowledge, and work habits necessary to obtain employment.

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5/17/19



**New Hampshire Department of Health and Human Services
Combined Services Program for TANF Work Requirements
Exhibit A**

2.5.9.7. Providing Community Work Experience Placements (CWEP) in accordance with RSA 167.91, The Contractor shall ensure:

2.5.9.7.1. CWEP activities serve a useful community purpose and improve the employability of clients.

2.5.9.7.2. CWEP activities are available from both:

2.5.9.7.2.1. The Contractor's worksite locations.

2.5.9.7.2.2. Non-profit organizations.

2.5.9.7.3. Short-term trainings provided are of limited duration and are an integral part of a CWEP.

2.5.9.7.4. Appropriate CWEP host sites are of sufficient number in order for clients to utilize this activity.

2.5.9.8. Providing Job Skills Training Directly Related to Employment (JSTDRE)

2.5.9.9. Executing On-the-Job Training (OJT) employment contracts.

2.5.10. Provide support to clients enrolled in education and training programs, including, but not limited to basic education activities that lead to a high school diploma, HiSET certificate, or equivalent.

2.5.11. Ensuring additional curricula are available, as approved by the Department, to ensure clients who repeat the program have access to further advance and new curriculum in order to improve upon their current skills.

3. Simulated Work Environment Sites and Requirements

3.1. The Contractor shall ensure Simulated Work Environment (SWE) staff and sites, are open and providing services Monday through Friday from 8:00 AM to 4:00 PM, excluding NH State Employee Holidays.

3.2. The Contractor shall ensure SWE sites adhere to all Department guidance for openings and closings during inclement weather and emergencies.

3.3. The Contractor shall provide a minimum one (1) SWE site in each of the twelve (12) areas listed below:

3.3.1. Littleton,

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5/17/19



**New Hampshire Department of Health and Human Services
Combined Services Program for TANF Work Requirements
Exhibit A**

- 3.3.2. Manchester,
- 3.3.3. Rochester,
- 3.3.4. Seacoast (Portsmouth),
- 3.3.5. Southern (Nashua),
- 3.3.6. Berlin,
- 3.3.7. Claremont,
- 3.3.8. Derry,
- 3.3.9. Concord,
- 3.3.10. Conway,
- 3.3.11. Keene, and
- 3.3.12. Laconia.

3.4. The Contractor shall ensure each site:

- 3.4.1. Is easily accessibility to NHEP and other BES clients.
- 3.4.2. Is handicapped accessible and climate-controlled between approximately 65 and 75 degrees Fahrenheit.
- 3.4.3. Has space and seating available for activities for up to the number of client slots as identified by the Department.
- 3.4.4. Has space for private consultations available, to maintain confidentiality of records and discussions that relate to individual clients.
- 3.4.5. Has available workspace to accommodate staff plus two additional workspaces for visiting NHEP Employment Counselor Specialist staff.
- 3.4.6. Provides remote services for clients who are unable to access the vendor site and potential host sites.
- 3.4.7. Meets all Americans with Disabilities Act requirements for handicapped accessibility and have adequate parking for clients and staff.
- 3.4.8. Provides appropriate equipment necessary to meet federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 C.F.R. Pts. 160 & 164.
- 3.4.9. Has conference room meeting space for the program, other on-site vendors, Department staff, and other individuals to hold client meetings or TANF-related meetings when necessary.

3.5. The Contractor shall ensure program slots are available at any one time in the following amounts in the locations identified below:

DL
5/17/19



New Hampshire Department of Health and Human Services
Combined Services Program for TANF Work Requirements
Exhibit A

Areas to Consider for simulated work environment/locations	Number of requested slots per site
Berlin	10
Claremont	10
Concord	10
Conway	10
Keene	10
Seacoast (Portsmouth)	10
Littleton	10
Manchester	50
Southern/Derry	45
Rochester	10
Laconia	10
Total	185

4. Staffing

4.1. The Contract shall provide staff to perform, at a minimum, the following:

4.1.1. Staff at the simulated work environments to:

- 4.1.1.1. Instruct and oversee participation in allowable NHEP work activities identified in this RFP and
- 4.1.1.2. Report work participation hours timely to NHEP Employment Counselors Specialists;
- 4.1.1.3. Provide vocational assessment and career plan development;
- 4.1.1.4. Tailor activities to enhance work skills, immediate employability and long-term career planning;

4.1.2. Staff to work with public and private sector employers to

- 4.1.2.1. Develop community service and work experience placements;
- 4.1.2.2. Enhance work skills and immediate employability.
- 4.1.2.3. Monitor clients participating in community service and work experience placements statewide.
- 4.1.2.4. Work with related employers.

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5/17/19



**New Hampshire Department of Health and Human Services
Combined Services Program for TANF Work Requirements
Exhibit A**

- 4.1.2.5. Develop on-the-job training and subsidized employment opportunities for TANF eligible individuals.
- 4.1.2.6. Monitor clients participating in OJT and subsidized placements statewide
- 4.1.2.7. Work with related employers.
- 4.1.3. Staff to work in Department District Offices to:
 - 4.1.3.1. Provide case management to TANF clients participating in the NHEP and
 - 4.1.3.2. Assist clients with meeting TANF work requirements as specified by federal and state law.
- 4.1.4. Staff to provide support to the program for tailoring, quality assurance and program service enhancements.
- 4.1.5. Management staff to oversee all staff and services.
- 4.2. The Contractor shall provide and maintain staffing levels as follows:
 - 4.2.1. One (1) Full Time Equivalent (FTE) NHEP Administrator who has the minimum qualifications of:
 - 4.2.1.1. Masters' degree in social work, psychology, education, or business/public administration or a related field and
 - 4.2.1.2. 6 years' experience as a social worker or counselor in a public or private social service agency with 3 years in the supervisory or management level position; or
 - 4.2.1.3. A combination of education and experience that demonstrates an ability to fulfill the duties.
 - 4.2.2. Sixteen (16) Full Time Equivalent (FTE) Employment Counselor Specialists (ECS) for NHEP who shall work a minimum of 37.5 hours per week to provide direct services to TANF clients in DHHS offices statewide as staffing needs require and as determined by the Department. The vendor shall not incur costs for the location of these staffs. The Contractor shall ensure the minimum qualification for ECS positions include, but are not limited to:
 - 4.2.2.1. Bachelor's degree from an approved college or university with a major study in social work, psychology, education, human services, sociology, counseling or behavioral science; and

SC
5/17/19



**New Hampshire Department of Health and Human Services
Combined Services Program for TANF Work Requirements
Exhibit A**

- 4.2.2.2. One year of experience as an Employment Counselor Specialist Trainee or three years as a social worker or counselor in a public or private social service agency; or
- 4.2.2.3. A combination of education and experience that demonstrates an ability to fulfill the duties.
- 4.2.3. One (1) FTE who shall work a minimum of 37.5 hours and serve as Field Support Managers (FSM) with oversight of all contracted field staff, whose minimum qualifications include, but are not limited to:
 - 4.2.3.1. Bachelor's degree from an approved college or university with a major study in social work, psychology, education, human services, sociology, counseling or behavioral science; and
 - 4.2.3.2. Six years' experience as a social worker or counselor in a public or private social service agency with three (3) years in a supervisory or management level position; or
 - 4.2.3.3. A combination of education and experience that demonstrates an ability to fulfill the duties.
- 4.2.4. One (1) FTE Career Pathways Specialist whose minimum qualifications include, but are not limited to:
 - 4.2.4.1. Bachelor's degree in social work, psychology, counseling, education, or business/public administration or a related field and
 - 4.2.4.2. One (1) year experience working as an Employment Counselor Trainee; or
 - 4.2.4.3. A combination of education and experience that demonstrates an ability to fulfill the duties.
- 4.2.5. One-(1) FTE to serve as TANF Operations Assistant whose minimum qualifications include, but are not limited to:
 - 4.2.5.1. Associates degree from an approved college or university with a major study in Human Services, Business, or Management; and
 - 4.2.5.2. One year of experience in program monitoring and evaluation; Or
 - 4.2.5.3. A combination of education and experience that demonstrates an ability to fulfill the duties.
- 4.2.6. Two (2) FTE TANF Quality Assurance Reviewers whose minimum qualifications include, but are not limited to:

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5/17/19



**New Hampshire Department of Health and Human Services
Combined Services Program for TANF Work Requirements
Exhibit A**

- 4.2.6.1. Bachelor's degree in social work, psychology, education, or business/public administration or a related field; and
- 4.2.6.2. One-year experience as an ECS Trainee; or
- 4.2.6.3. A combination of education and experience that demonstrates an ability to fulfill the duties.
- 4.2.7. Nineteen (19) FTEs to serve as Combined Services Program Coordinators whose minimum qualifications include but are not limited to:
 - 4.2.7.1. Bachelor's degree from an approved college or university,
 - 4.2.7.2. Minimum of two (2) years of professional work experience in social work, counseling, education, staff training, employee development, or human resources; or
 - 4.2.7.3. A combination of education and experience that demonstrates an ability to fulfill the duties.
- 4.2.8. Three (3) FTEs to serve as CSP OJT- Developers whose minimum qualifications include, but are not limited to:
 - 4.2.8.1. Bachelor's degree in Marketing of Business Administration or related field.
 - 4.2.8.2. Minimum of two (2) years' experience in career counseling, recruiting candidates, marketing to employers and job development with demonstrated placement success; or
 - 4.2.8.3. A combination of education and experience that demonstrates an ability to fulfill the duties.
- 4.2.9. Six (6) FTEs to serve as Community Job Specialist whose minimum qualifications include, but are not limited to:
 - 4.2.9.1. Bachelor's degree from an approved college or university with a degree in social work, psychology, counseling, human services or education; and
 - 4.2.9.2. A minimum of two (2) years of professional work experience in social work, counseling, education, staff training, employee development, or human resources; or
 - 4.2.9.3. A combination of education and experience that demonstrates an ability to fulfill the duties.

DL
5/17/19



New Hampshire Department of Health and Human Services
Combined Services Program for TANF Work Requirements
Exhibit A

- 4.2.10. Four (4) FTEs to serve as Program Managers whose minimum qualifications include, but are not limited to:
 - 4.2.10.1. Bachelor's degree from an approved college or university in social work, psychology, education, or business/public administration or related field,
 - 4.2.10.2. Three years' experience working with job readiness training, teaching, community organization/outreach, program development, or administrative supervision; or
 - 4.2.10.3. A combination of education and experience that demonstrates an ability to fulfill the duties.
- 4.2.11. One (1) FTE to serve as Combined Service Program Assistant whose minimum qualifications include, but are not limited to:
 - 4.2.11.1. Associates degree or higher from a recognized college or university
 - 4.2.11.2. 2 years' experience as an administrative assistant; or
 - 4.2.11.3. A combination of education and experience that demonstrates an ability to fulfill the duties.
- 4.2.12. One (1) Administrative--- Assistant whose minimum qualifications include, but are not limited to:
 - 4.2.12.1. Associates degree from an approved college or university in social work, psychology, counseling, or business administration or related field;
 - 4.2.12.2. 2 years' experience in counseling, teaching, social services, or business services;
 - 4.2.12.3. A combination of education and experience that demonstrates an ability to fulfill the duties
- 4.2.13. One (1) FTE to serve as Combined Services Program Limited English Proficiency (LEP) Coordinator whose minimum qualifications include, but are not limited to:
- 4.2.14. A Bachelor's degree from an approved college or university in social work, psychology, teaching, social services, or business.
- 4.2.15. Minimum of two (2) years of professional work experience in social work, counseling, education, staff training, employee development, or human resources; or
- 4.2.16. A combination of education and experience that demonstrates cultural awareness and sensitivity, and ability to fulfill the duties.



**New Hampshire Department of Health and Human Services
Combined Services Program for TANF Work Requirements
Exhibit A**

5. Reporting

- 5.1. The Contractor shall provide monthly and Year to Date (YTD) reports, in a format approved by the Department no later than the 5th day of the following month.
- 5.2. The Contractor shall provide monthly reports that include both agency reporting and specific client reporting, including but not limited to:
 - 5.2.1. Client attendance and participation in work activities;
 - 5.2.2. Criteria-based evaluation of clients' exit and completion of the activities that identify the services the client received and the skills attained;
 - 5.2.3. Data gathered from client exit feedback surveys;
- 5.3. The Contractor shall submit Program outcome reports, on a monthly, quarterly basis ensuring the reports track YTC program progress
- 5.4. The Contractor shall submit weekly reporting of individual program site capacity in order that the Department can identify open or available slots to be filled.
- 5.5. The Contractor shall submit quarterly reports that identify funding resources for clients to achieve goals of secondary, post-secondary and/or training education programs that may include apprenticeships.
- 5.6. The Contractor shall provide an annual report that identifies the 300 WEP active and inactive host sites.

6. Performance Measures

- 6.1. The Contractor shall ensure 100% of clients successfully exit the program:
 - 6.1.1. Through completion of all hours as assigned;
 - 6.1.2. In order to pursue employment;
 - 6.1.3. In order to pursue another approved activity; or
 - 6.1.4. Eligibility for the program has ended.
- 6.2. The Contractor shall ensure 90% of all clients complete a vocational assessment within sixty (60) days of beginning program services.
- 6.3. The Contractor shall ensure 80% of clients receive a WorkKeys certification, prior to exiting the program.
- 6.4. The Contractor shall ensure 80% of clients update or create resumes and completed job searches, applications and interviewing training, prior to exiting the program.
- 6.5. The Contractor shall ensure 80% of clients in community service placement demonstrate marketable employment skills.

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5/17/19



**New Hampshire Department of Health and Human Services
Combined Services Program for TANF Work Requirements
Exhibit A**

- 6.6. The Contractor shall ensure 60% of clients in community service placement and/or work experience placement transition directly into On-the-Job Training (OJT), or unsubsidized employment.
- 6.7. The Contractor shall ensure 90% of clients entering into an OJT position remain employed for the length of the OJT contract period.
- 6.8. The Contractor agrees that failure to meet the reporting requirements identified in this Contract shall result in the Department taking corrective actions as indicated on form P-37.
- 6.9. The Contractor shall be subject and open to potential evaluations studies from federal and/or state agencies. The Contractor agrees that these evaluations studies also include and apply to:
 - 6.9.1. Subcontractors
 - 6.9.2. Successful work program engagement and
 - 6.9.3. Program outcomes.

DL
5/17/19

**New Hampshire Department of Health and Human Services
Combined Services Program for TANF Work Requirements
Exhibit B**



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.
2. This Agreement is funded with general funds and federal funds as follows: 75% Federal Funds from U.S. Department of Health & Human Services, Temporary Assistance for Needy Families, Administration for Children and Families, CFDA #93.558, Federal Award Identification Number (FAIN) 18NHTANF and 25% General Funds.
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 monthly 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 item, as specified in Exhibits B-1, Budget through Exhibit B-3, Budget.
 - 4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 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.
5. The Contractor shall keep detailed records of their activities related to Department-funded 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.
7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to besinvoices@dhhs.nh.gov, or invoices may be mailed to:

Financial Administrator
Department of Health and Human Services
Bureau of Employment Supports
129 Pleasant St.
Concord, NH 03301

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3/17/19

**New Hampshire Department of Health and Human Services
Combined Services Program for TANF Work Requirements
Exhibit B**



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 non-compliance 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.

Note 2 - Number of GDP (17/17 FTEs) and Staffing Services (22/23 FTEs) together total 39.7 FTEs; Budget includes a 3% annual wage increase.

Line Item	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Food/Beverages - Note 2	\$ 2,254,900.00	\$ 2,254,900.00	\$ 4,509,800.00	\$ 2,254,900.00	\$ 2,254,900.00	\$ 4,509,800.00	\$ 2,254,900.00	\$ 2,254,900.00	\$ 4,509,800.00
2. Employee Benefits	\$ 853,918.00	\$ 853,918.00	\$ 1,707,836.00	\$ 853,918.00	\$ 853,918.00	\$ 1,707,836.00	\$ 853,918.00	\$ 853,918.00	\$ 1,707,836.00
3. Consultants	-	-	-	-	-	-	-	-	-
4. Equipment	-	-	-	-	-	-	-	-	-
5. Rent	-	-	-	-	-	-	-	-	-
6. Freight and Maintenance	\$ 22,150.00	\$ 22,150.00	\$ 44,300.00	\$ 22,150.00	\$ 22,150.00	\$ 44,300.00	\$ 22,150.00	\$ 22,150.00	\$ 44,300.00
7. Utilities/Depreciation	\$ 19,750.00	\$ 19,750.00	\$ 39,500.00	\$ 19,750.00	\$ 19,750.00	\$ 39,500.00	\$ 19,750.00	\$ 19,750.00	\$ 39,500.00
8. Shipping	-	-	-	-	-	-	-	-	-
9. Education	\$ 22,000.00	\$ 22,000.00	\$ 44,000.00	\$ 22,000.00	\$ 22,000.00	\$ 44,000.00	\$ 22,000.00	\$ 22,000.00	\$ 44,000.00
10. Lab	-	-	-	-	-	-	-	-	-
11. Medical	-	-	-	-	-	-	-	-	-
12. Pharmacy	-	-	-	-	-	-	-	-	-
13. Office	\$ 26,725.00	\$ 26,725.00	\$ 53,450.00	\$ 26,725.00	\$ 26,725.00	\$ 53,450.00	\$ 26,725.00	\$ 26,725.00	\$ 53,450.00
14. Travel	\$ 65,000.00	\$ 65,000.00	\$ 130,000.00	\$ 65,000.00	\$ 65,000.00	\$ 130,000.00	\$ 65,000.00	\$ 65,000.00	\$ 130,000.00
15. Conferences	\$ 49,642.00	\$ 49,642.00	\$ 99,284.00	\$ 49,642.00	\$ 49,642.00	\$ 99,284.00	\$ 49,642.00	\$ 49,642.00	\$ 99,284.00
16. Contract Expenses	\$ 42,302.00	\$ 42,302.00	\$ 84,604.00	\$ 42,302.00	\$ 42,302.00	\$ 84,604.00	\$ 42,302.00	\$ 42,302.00	\$ 84,604.00
17. Depreciation	-	-	-	-	-	-	-	-	-
18. Comptrol	\$ 1,489.00	\$ 1,489.00	\$ 2,978.00	\$ 1,489.00	\$ 1,489.00	\$ 2,978.00	\$ 1,489.00	\$ 1,489.00	\$ 2,978.00
19. Audits and Legal	-	-	-	-	-	-	-	-	-
20. Insurance	\$ 7,074.00	\$ 7,074.00	\$ 14,148.00	\$ 7,074.00	\$ 7,074.00	\$ 14,148.00	\$ 7,074.00	\$ 7,074.00	\$ 14,148.00
21. Board Expenses	-	-	-	-	-	-	-	-	-
22. Others	\$ 24,750.00	\$ 24,750.00	\$ 49,500.00	\$ 24,750.00	\$ 24,750.00	\$ 49,500.00	\$ 24,750.00	\$ 24,750.00	\$ 49,500.00
23. Marketing/Communications	\$ 13,652.00	\$ 13,652.00	\$ 27,304.00	\$ 13,652.00	\$ 13,652.00	\$ 27,304.00	\$ 13,652.00	\$ 13,652.00	\$ 27,304.00
24. Staff Education and Training	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00
25. Subcontract/Agreements - Note 3	\$ 205,084.00	\$ 205,084.00	\$ 410,168.00	\$ 205,084.00	\$ 205,084.00	\$ 410,168.00	\$ 205,084.00	\$ 205,084.00	\$ 410,168.00
26. Other (specific details mandatory)	-	-	-	-	-	-	-	-	-
TOTAL	\$ 4,130,802.00	\$ 433,898.00	\$ 4,564,700.00	\$ 4,130,802.00	\$ 433,898.00	\$ 4,564,700.00	\$ 4,130,802.00	\$ 433,898.00	\$ 4,564,700.00
Indirect as a Percent of Direct - Note 1	10.5%			10.5%			10.5%		

<p>New Hampshire Department of Health and Human Services</p> <p>Contractor name: Southern New Hampshire Services, Inc.</p> <p>Budget Request for: Combined Services Program for TAFT Work Requirements</p> <p>Budget Period: July 1, 2019 - Jan 31, 2020</p>
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New Hampshire Department of Health and Human Services											
Contractor name: Southern New Hampshire Services, Inc.											
Budget Request for: Combined Services Program for TANF Work Requirements											
Budget Period: July 1, 2020 - Jun 30, 2021											
Line Item	Total Program Costs			Contractor Share / Match			Funded by DHHS' contract share				
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total		
1. Total Salary/Wages - Note 2	\$ 2,212,190.00	\$ -	\$ 2,212,190.00	\$ -	\$ -	\$ -	\$ 2,212,190.00	\$ -	\$ 2,212,190.00		
2. Employee Benefits	\$ 897,840.00	\$ -	\$ 897,840.00	\$ -	\$ -	\$ -	\$ 897,840.00	\$ -	\$ 897,840.00		
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Repair and Maintenance	\$ 22,150.00	\$ -	\$ 22,150.00	\$ -	\$ -	\$ -	\$ 22,150.00	\$ -	\$ 22,150.00		
Purchases/Depreciation	\$ 19,750.00	\$ -	\$ 19,750.00	\$ -	\$ -	\$ -	\$ 19,750.00	\$ -	\$ 19,750.00		
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Educational	\$ 22,008.00	\$ -	\$ 22,008.00	\$ -	\$ -	\$ -	\$ 22,008.00	\$ -	\$ 22,008.00		
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Office	\$ 20,728.00	\$ -	\$ 20,728.00	\$ -	\$ -	\$ -	\$ 20,728.00	\$ -	\$ 20,728.00		
6. Travel	\$ 82,900.00	\$ -	\$ 82,900.00	\$ -	\$ -	\$ -	\$ 82,900.00	\$ -	\$ 82,900.00		
7. Occupancy	\$ 485,582.00	\$ -	\$ 485,582.00	\$ -	\$ -	\$ -	\$ 485,582.00	\$ -	\$ 485,582.00		
8. Current Expenses:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Telephone	\$ 44,020.00	\$ -	\$ 44,020.00	\$ -	\$ -	\$ -	\$ 44,020.00	\$ -	\$ 44,020.00		
Postage	\$ 1,488.00	\$ -	\$ 1,488.00	\$ -	\$ -	\$ -	\$ 1,488.00	\$ -	\$ 1,488.00		
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Auto and Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Insurance	\$ 7,124.00	\$ -	\$ 7,124.00	\$ -	\$ -	\$ -	\$ 7,124.00	\$ -	\$ 7,124.00		
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
9. Software	\$ 24,750.00	\$ -	\$ 24,750.00	\$ -	\$ -	\$ -	\$ 24,750.00	\$ -	\$ 24,750.00		
10. Marketing/Communications	\$ 13,852.00	\$ -	\$ 13,852.00	\$ -	\$ -	\$ -	\$ 13,852.00	\$ -	\$ 13,852.00		
11. Staff Education and Training	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00		
12. Subcontract/Agreements - Note 3	\$ 277,861.00	\$ -	\$ 277,861.00	\$ -	\$ -	\$ -	\$ 277,861.00	\$ -	\$ 277,861.00		
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	\$ -	\$ 435,767.00	\$ 435,767.00	\$ -	\$ -	\$ -	\$ -	\$ 435,767.00	\$ 435,767.00		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
TOTAL	\$ 4,128,703.00	\$ 435,767.00	\$ 4,564,470.00	\$ -	\$ -	\$ -	\$ 4,128,703.00	\$ 435,767.00	\$ 4,564,470.00		
Indirect As A Percent of Direct - Note 1											
16.8%											

Note 1 - Indirect Costs are largely administrative costs which include Executive, Administrative and Support staff whose duties are not assignable to a specific program (e.g., Executive Director, Fiscal Officer, Director of Operations, Accounting staff, Chief of staff and Human Resources Manager). These costs encompass salaries, taxes, miscellaneous supplies, travel, and fringe benefits of the latter plus the administrative portion of other expenses including travel, space and utilities, telephone, copying, consumable supplies and other contractual services. Total Combined Services Program Indirect Cost for 2020 and its 5 subcontractors totals 16.8% of Direct Program Costs.

Note 2 - Number of CSP (26.37 FTEs) and Staffing Services (21.23 FTEs) together total 47.6 FTEs. A reduction of 3 FTE over SFY 2020. Budget includes a 3% annual wage increase.

Note 3 - Contains Manchester Community Resource Center (MCRC) program expenses, including staff wages & salaries.

New Hampshire Department of Health and Human Services											
Contractor name: Southern New Hampshire Services, Inc.											
Budget Request for: Combined Services Program for TANF Work Requirements											
Budget Period: July 1, 2021 - Sep 30, 2022 (SFY 2022 1st Quarter)											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share				
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Total
1. Total Salary/Wages - Note 2	\$ 553,047.00	\$ -	\$ 553,047.00	\$ -	\$ -	\$ -	\$ 553,047.00	\$ -	\$ -	\$ 553,047.00	\$ 553,047.00
2. Employee Benefits	\$ 224,400.00	\$ -	\$ 224,400.00	\$ -	\$ -	\$ -	\$ 224,400.00	\$ -	\$ -	\$ 224,400.00	\$ 224,400.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Repair and Maintenance	\$ 6,638.00	\$ -	\$ 6,638.00	\$ -	\$ -	\$ -	\$ 6,638.00	\$ -	\$ -	\$ 6,638.00	\$ 6,638.00
Purchase/Depreciation	\$ 4,938.00	\$ -	\$ 4,938.00	\$ -	\$ -	\$ -	\$ 4,938.00	\$ -	\$ -	\$ 4,938.00	\$ 4,938.00
7. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 6,007.00	\$ -	\$ 6,007.00	\$ -	\$ -	\$ -	\$ 6,007.00	\$ -	\$ -	\$ 6,007.00	\$ 6,007.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 6,082.00	\$ -	\$ 6,082.00	\$ -	\$ -	\$ -	\$ 6,082.00	\$ -	\$ -	\$ 6,082.00	\$ 6,082.00
8. Travel	\$ 15,725.00	\$ -	\$ 15,725.00	\$ -	\$ -	\$ -	\$ 15,725.00	\$ -	\$ -	\$ 15,725.00	\$ 15,725.00
9. Occupancy	\$ 121,395.00	\$ -	\$ 121,395.00	\$ -	\$ -	\$ -	\$ 121,395.00	\$ -	\$ -	\$ 121,395.00	\$ 121,395.00
10. Current Expenses:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 11,005.00	\$ -	\$ 11,005.00	\$ -	\$ -	\$ -	\$ 11,005.00	\$ -	\$ -	\$ 11,005.00	\$ 11,005.00
Postage	\$ 372.00	\$ -	\$ 372.00	\$ -	\$ -	\$ -	\$ 372.00	\$ -	\$ -	\$ 372.00	\$ 372.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 1,781.00	\$ -	\$ 1,781.00	\$ -	\$ -	\$ -	\$ 1,781.00	\$ -	\$ -	\$ 1,781.00	\$ 1,781.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Software	\$ 6,188.00	\$ -	\$ 6,188.00	\$ -	\$ -	\$ -	\$ 6,188.00	\$ -	\$ -	\$ 6,188.00	\$ 6,188.00
12. Marketing/Communications	\$ 3,413.00	\$ -	\$ 3,413.00	\$ -	\$ -	\$ -	\$ 3,413.00	\$ -	\$ -	\$ 3,413.00	\$ 3,413.00
13. Staff Education and Training	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	\$ 2,500.00
14. Subcontracts/Agreements - Note 3	\$ 69,486.00	\$ -	\$ 69,486.00	\$ -	\$ -	\$ -	\$ 69,486.00	\$ -	\$ -	\$ 69,486.00	\$ 69,486.00
15. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ 108,941.00	\$ 108,941.00	\$ -	\$ -	\$ -	\$ -	\$ 108,941.00	\$ 108,941.00	\$ -	\$ 108,941.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 1,032,177.00	\$ 108,941.00	\$ 1,141,118.00	\$ -	\$ -	\$ -	\$ 1,032,177.00	\$ 108,941.00	\$ 1,141,118.00	\$ -	\$ 1,141,118.00
Indirect As A Percent of Direct - Note 1											
10.5%											

Note 1 - Indirect Costs are largely administrative costs which include Executive, Administrative and Support staff whose duties are not assignable to a specific program (e.g., Executive Director, Fiscal Officer, Director of Operations, Accounting staff, Clinical staff and Human Resources Manager). These costs encompass salaries, taxes, unemployment benefits, travel, and fringe benefits of the latter plus the administrative portion of other expenses including travel, space and utilities, telephone, copying, consumable supplies and other contracted services. Total Combined Services Program Indirect Cost for BHS and its 5 subcontractors totals 10.5% of Direct Program Costs.

Note 2 - Number of CSP (26.37 FTEs) and Staffing Services (21.33 FTEs) together total 47.7 FTEs.

Note 3 - Contains Manchester Community Resource Center (MCRC) program expenses, including staff wages & salaries.

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5/17/19



SPECIAL PROVISIONS

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

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

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5/17/19



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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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Date 5/17/19

New Hampshire 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: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

DL
5/17/19



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

1.2. Section 10, 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.

2. Renewal

- 2.1. The Department reserves the right to extend this agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

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5/17/19



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

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

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

DL
5/17/19

New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name: Southern New Hampshire Services

May 17-2019
Date


Name: Donnalee Lozano
Title: Executive Director

DL
5/17/19



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

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

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

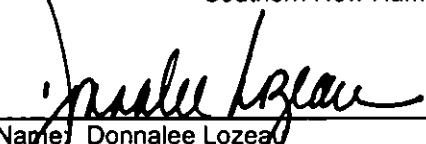
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: Southern New Hampshire Services

May 17, 2019
Date


Name: Donnalee Lozano
Title: Executive Director

5/17/19



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS


11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Southern New Hampshire Services

May 17-2019
Date


Name: Donnalee Lozeau
Title: Executive Director



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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

ML
Date 5/17/19

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: Southern New Hampshire Services

May 17-2019
Date

Donna Lee Lozeau
Name: Donna Lee Lozeau
Title: Executive Director

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

5/27/14
Rev. 10/21/14

Page 2 of 2

Contractor Initials

DL
Date 5/17/19



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

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

Contractor Name: Southern New Hampshire Services

May 17 - 2019
Date

DonnaLee Lozeau
Name: DonnaLee Lozeau
Title: Executive Director

Contractor Initials DL
Date 5/17/19



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

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

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

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

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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5/17/19



Exhibit I

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

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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5/17/19



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services

The State

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Date

Southern New Hampshire Services

Name of the Contractor

Signature of Authorized Representative

Donnalee Lozeau

Name of Authorized Representative

Executive Director

Title of Authorized Representative

Date



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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Southern New Hampshire Services

May 17-2019
Date

Donna Lee Lozano
Name: Donna Lee Lozano
Title: Executive Director

DL
5/17/19

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

1. The DUNS number for your entity is: 088584065
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

 NO X YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

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

NO X YES

If the answer to #3 above is YES, stop here

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

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

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

DHHS Information Security Requirements



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

DL
5/17/19

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.

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

DL
5/17/19

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.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

DL
5/17/19

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.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

DL
5/17/19

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

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

IV. PROCEDURES FOR SECURITY

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

DL
5/17/19

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

DL
5/17/19

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.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

DL
5/17/19

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;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

[Signature]
5/17/19



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

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5/17/19

State of New Hampshire

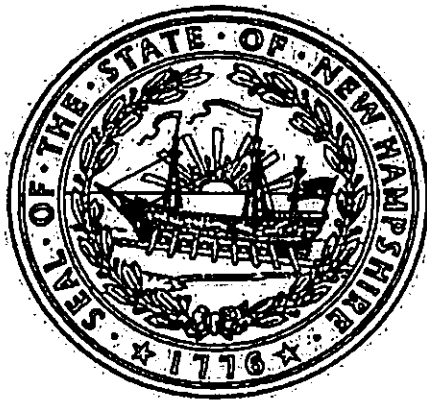
Department of State

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.

A handwritten signature in black ink, appearing to read "Wm Gardner".

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)

(hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly
(state)
elected and acting Clerk/Secretary of the Corporation; (2) I maintain and have custody and am familiar with the
minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such
books; (4) that the Board of Directors of the Corporation have authorized, on September 8, 2018, such authority
(date)
to be in force and effect until _____
(contract termination date)

The person(s) holding the below listed position(s) are authorized to execute and deliver on behalf of the
Corporation any contract or other instrument for the sale of products and services:

Donnalee Lozeau
(name)

Executive Director
(position)

James Chaisson
(name)

Chief Fiscal Officer
(position)

Ryan Clouthier
(name)

Deputy Director
(position)

Ron Ross
(name)

Housing Fiscal Officer
(position)

(5) the meeting of the Board of Directors was held in accordance with New Hampshire
(state of incorporation)

law and the by-laws of the Corporation; and (6) said authorization has not been modified, amended or rescinded
and continues in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this
17th day of May, 2019.


Clerk/Secretary

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this 17th day of May, 2019, before me, Debra Stohrer the
undersigned Officer, personally appeared Orville Kerr who acknowledged her/himself to be
the Secretary of Southern New Hampshire Services, Inc., a corporation and that
she/he as such Secretary being authorized to do so, executed the foregoing instrument for the
purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

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

Commission Expiration Date:

DATE (MM/DD/YYYY)
01/23/2019

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CGI Business Insurance 171 Londonderry Turnpike Hooksett NH 03106		CONTACT NAME: Teri Davis PHONE (A/C, No, Ext): (866) 841-4600 E-MAIL: TDavis@CGIBusinessInsurance.com ADDRESS:		FAX (A/C, No): (803) 622-4618
INSURED Southern New Hampshire Services Inc; PO Box 5040 Manchester NH 03106		INSURER(S) AFFORDING COVERAGE INSURER A : Cincinnati Insurance Company INSURER B : Eastern Alliance (fmr Great Falls) INSURER C : Lloyds of London Insurance A 15 INSURER D : Philadelphia Insurance INSURER E : INSURER F :		NAIC #

COVERAGES

CERTIFICATE NUMBER: 18-19 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY			ETD 041 72 57	12/31/2016	12/31/2019	EACH OCCURRENCE	\$ 1,000,000		
	<input type="checkbox"/>	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000		
	<input checked="" type="checkbox"/>	EPLI						MED EXP (Any one person)	\$ 10,000		
	<input checked="" type="checkbox"/>	Professional Liability						PERSONAL & ADV INJURY	\$ 1,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000		
	<input type="checkbox"/>	POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000		
	<input type="checkbox"/>	OTHER:						Employee Benefits	\$ 1,000,000		
	A	AUTOMOBILE LIABILITY							ETA0417260	12/31/2018	12/31/2019
<input checked="" type="checkbox"/>		ANY AUTO			BODILY INJURY (Per person)	\$					
<input type="checkbox"/>		OWNED AUTOS ONLY	<input type="checkbox"/>	SCHEDULED AUTOS	BODILY INJURY (Per accident)	\$					
<input type="checkbox"/>		HIRED AUTOS ONLY	<input type="checkbox"/>	NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per accident)	\$					
<input type="checkbox"/>			<input type="checkbox"/>		Uninsured motorist BI	\$					
A		<input checked="" type="checkbox"/>	UMBRELLA LIAB			ETD 041 72 57	12/31/2016	12/31/2019			
	<input type="checkbox"/>	EXCESS LIAB	<input type="checkbox"/>	OCCUR CLAIMS-MADE	AGGREGATE				\$ 5,000,000		
	<input type="checkbox"/>	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$		
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A		01-0000112165-01	12/31/2018	12/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)									E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below									E.L. DISEASE - EA EMPLOYEE	\$ 500,000
										E.L. DISEASE - POLICY LIMIT	\$ 500,000
C	Pollution Liability				1242004475/018	01/24/2018	01/24/2019	Each Occurrence Limit	1,000,000		
								Aggregate	1,000,000		

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

Workers Comp: 3A State: NH, ME

Additional Insurance:

Carrier D: D&O/EPLI/Fiduciary Liability Coverage #PSD1401015 Effective 12/2/2018-12/2/2019 \$1,000,000 Aggregate Limit.

CERTIFICATE HOLDER

CANCELLATION

<p>NH Department of Health and Human Services 129 Pleasant St Concord NH 03301-3857</p>		<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p><i>M. P. H.</i></p>
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SOUTHERN NEW HAMPSHIRE SERVICES

The Community Action Partnership for Hillsborough and Rockingham Counties

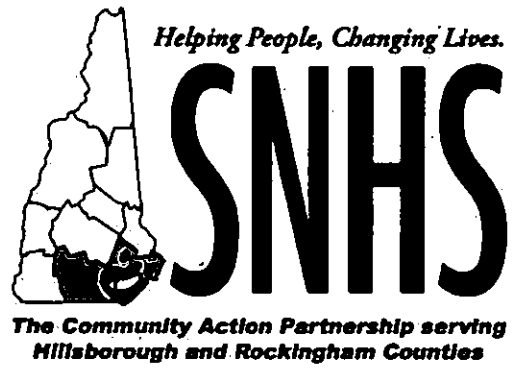
Helping People. Changing Lives.

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.



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

TABLE OF CONTENTS

	<i>Page</i>
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 <i>Government Auditing Standards</i>	1
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	3
Schedule of Expenditures of Federal Awards	6
Notes to Schedule of Expenditures of Federal Awards	9
Schedule of Findings and Questioned Costs	10
Financial Report	

OUELLETTE & ASSOCIATES, P.A.
CERTIFIED PUBLIC ACCOUNTANTS

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.
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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

OUELLETTE & ASSOCIATES, P.A.

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**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.

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

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

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>U.S. Department of Agriculture:</u>				
<i>Pass-Through State of New Hampshire Department of Health and Human Services</i>				
WIC Special Supplemental Nutrition Program for Women, Infants and Children	10.557	184NH703W1003	\$ -	\$ 1,266,078
	10.557	174NH703W1003		114,559
				<u>1,380,637</u>
WIC Grants to States	10.578	174NH781W5413		30,400
<i>Pass-Through Belknap Merrimack Community Action Program</i>				
Commodity Supplemental Food Program	10.565	201818Y800544		120,535
	10.565	201919Y800544		9,185
				<u>129,720</u>
<i>Pass-Through State of New Hampshire Department of Education</i>				
Child and Adult Care Food Program	10.558			1,033,234
Summer Food Service Program for Children	10.559			96,565
				<u>96,565</u>
Total U.S. Department of Agriculture			\$ -	\$ 2,670,556
<u>U.S. Department of Housing and Urban Development:</u>				
<i>Direct Program</i>				
Section 8 Moderate Rehabilitation Single Room Occupancy	14.249			\$ 388,630
<i>Pass-Through State of New Hampshire Department of Health and Human Services</i>				
Emergency Solutions Grant Program	14.231	E17-DC-33-0001		60,563
<i>Pass-Through Belknap Merrimack Community Action Program</i>				
Lead-Based Pant Hazard Control in Privately-Owned Housing	14.900			5,000
<i>Pass-Through the City of Nashua, NH</i>				
Lead-Based Pant Hazard Control in Privately-Owned Housing	14.900	NHLB0574-14		2,970
				<u>2,970</u>
Total U.S. Department of Housing and Urban Development			\$ -	\$ 457,163
Subtotal			\$ -	\$ 3,127,719

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

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			\$ -	\$ 3,127,719
<u>U.S. Department of Labor:</u>				
<i>Pass-Through State of New Hampshire Department of Resources and Economic Development</i>				
<u>WIOA Cluster</u>				
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			\$ 536,049	\$ 4,212,864
<u>U.S. Department of Energy:</u>				
<i>Pass-Through State of New Hampshire Governor's Office Office of Energy and Planning</i>				
Weatherization Assistance for Low-Income Persons	81.042	EE0006169 EE0007935		\$ 855,044 20,984 876,028
Emergency Food and Shelter National Board Program	97.024	592600-007		10,646
Total U.S. Department of Energy:			\$ -	\$ 886,674
<u>U.S. Department of Education:</u>				
<i>Pass-Through State of New Hampshire Department Of Education</i>				
Adult Education - Basic Grants to States	84.002	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			\$ -	\$ 290,903
<u>Corporation for National and Community Services:</u>				
<i>Direct Program</i>				
Retired and Senior Volunteer Program	94.002	17SRANH002	\$ -	\$ 106,968
Total Corporation for National and Community Services			\$ -	\$ 106,968
Subtotal			\$ 536,049	\$ 8,625,128

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

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>U.S. Department of Health and Human Services:</u>				
<i>Direct Program</i>				
Head Start	93.600	01CH2057-05-00		\$ 6,239,782
	93.600	01HP0009-03-01		326,680
				<u>6,566,462</u>
<i>Pass-Through State of New Hampshire Office of Energy and Planning</i>				
Low-Income Home Energy Assistance	93.568	G-17B1NHLIEA		1,323,955
	93.568	G-18B1NHLIEA		9,126,358
				<u>10,450,313</u>
Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	93.044	17AANHT3SP		18,143
<i>Pass-Through State of New Hampshire Department Of Health and Human Services</i>				
Temporary Assistance for Needy Families	93.558	2017G996115	639,059	2,770,651
	93.558	2018G996115	53,575	232,776
			<u>692,634</u>	<u>3,003,427</u>
Community Services Block Grant	93.569	G-17B1NHCOSR		1,525,321
Community Services Block Grant Discretionary Awards	93.570	G-17B1NHCOSR		65,951
<u>CCDF Cluster</u>				
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				<u>2,034,297</u>
<i>Pass-Through Manchester Community Health</i>				
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>U.S. Department of Homeland Security:</u>				
<i>Passed-through Regional United Way Agency</i>				
Emergency Food and Shelter National Board Program	97.024		\$ -	\$ 11,000
Total U.S. Department of Homeland Security			\$ -	\$ 11,000
TOTAL EXPENDITURES OF FEDERAL AWARDS			\$ 1,228,683	\$ 32,324,023

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE
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.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

YEAR ENDED JULY 31, 2018

Section I Summary of Auditor's Results

Financial Statements

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

Material weakness(es) identified? _____ Yes √ No

Significant deficiency(ies) identified? _____ Yes √ None reported

Noncompliance material to financial statements noted? _____ Yes √ No

Federal Awards

Internal control over major programs:

Material weakness(es) identified? _____ Yes √ No

Significant deficiency(ies) identified? _____ Yes √ None reported

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with CFR Section 200.156(a) of the Uniform Guidance? _____ Yes √ No

Identification of major programs:

<u>Name of Federal Program or Cluster</u>	<u>CFDA Number</u>
CCDF Cluster	93.575/93.596
WIOA Cluster	17.258/17.278
Child and Adult Care Food Program	10.558
Low-Income Home Energy Assistance	93.568

Dollar threshold used to distinguish between Type A and Type B programs: \$970,534

Auditee qualified as low-risk auditee? √ Yes _____ No

Section II Financial Statement Findings

No matters are reportable.

Section III Federal Award Findings and Questioned Costs

No matters are reportable.



SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

**COMBINED FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**

FOR THE YEARS ENDED JULY 31, 2018 AND 2017

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

FINANCIAL STATEMENTS

JULY 31, 2018 AND 2017

CONTENTS

	PAGE
INDEPENDENT AUDITOR'S REPORT	1 - 2
FINANCIAL STATEMENTS	
<i>Combined Statements of Financial Position</i>	3
<i>Combined Statements of Activities</i>	4
<i>Combined Statements of Functional Expenses</i>	5 - 8
<i>Combined Statements of Cash Flows</i>	9 - 10
<i>Notes to Combined Financial Statements</i>	11 - 21
INDEPENDENT AUDITOR'S REPORT SUPPLEMENTARY INFORMATION	22
COMBINING INFORMATION:	
<i>Schedule A - Combining Schedule of Financial Position</i>	23
<i>Schedule B - Combining Schedule of Activities</i>	24
SUPPLEMENTARY INFORMATION REQUIRED BY THE STATE OF NEW HAMPSHIRE GOVERNOR'S OFFICE OF ENERGY AND COMMUNITY SERVICES:	
<i>Schedule of Revenues and Expenses - By Contract</i>	25 - 29
SUPPLEMENTARY INFORMATION REQUIRED BY THE NEW HAMPSHIRE HOUSING FINANCE AUTHORITY	
<i>Whispering Pines II</i>	30 - 35
<i>J.B. Milette Manor</i>	36 - 40
<i>Sherburne Woods</i>	41 - 46

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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

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

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	<u>19,945,112</u>	<u>18,835,466</u>
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	<u>15,460,589</u>	<u>14,028,961</u>
Less - accumulated depreciation	4,964,258	4,720,487
Net fixed assets	<u>10,496,331</u>	<u>9,308,474</u>
OTHER ASSETS		
Restricted cash	<u>402,738</u>	<u>211,188</u>
TOTAL ASSETS	<u>\$ 30,844,181</u>	<u>\$ 28,355,128</u>
LIABILITIES AND NET ASSETS		
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	<u>3,658,560</u>	<u>3,803,526</u>
LONG-TERM LIABILITIES		
Long-term debt, less current portion	<u>3,134,219</u>	<u>2,330,118</u>
TOTAL LIABILITIES	<u>6,792,779</u>	<u>6,133,644</u>
NET ASSETS		
Unrestricted	<u>24,051,402</u>	<u>22,221,484</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 30,844,181</u>	<u>\$ 28,355,128</u>

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

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

COMBINED STATEMENTS OF ACTIVITIES

FOR THE YEARS ENDED JULY 31, 2018 AND 2017

	<u>2018</u>	<u>2017</u>
REVENUES, GAINS AND OTHER SUPPORT		
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	<u>41,032,758</u>	<u>38,014,655</u>
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	<u>37,432,638</u>	<u>34,189,878</u>
Support services:		
Management and general	1,770,202	1,766,597
TOTAL EXPENSES	<u>39,202,840</u>	<u>35,956,475</u>
CHANGE IN NET ASSETS	1,829,918	2,058,180
NET ASSETS - BEGINNING OF YEAR	<u>22,221,484</u>	<u>20,163,304</u>
NET ASSETS - END OF YEAR	<u>\$ 24,051,402</u>	<u>\$ 22,221,484</u>

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

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

EXPENSES	Program Services						
	Child Development	Community Services	Economic Workforce Development	Energy	Language and Literacy	Housing and Homeless	Nutrition and Health
Payroll	\$ 4,957,052	\$ 954,145	\$ 2,665,005	\$ 1,604,803	\$ 260,923	\$ 108,074	\$ 996,641
Payroll taxes	408,351	75,089	211,297	134,215	22,698	8,701	82,048
Fringe benefits	1,165,602	126,449	394,224	368,108	12,404	16,013	205,632
Workers comp. insurance	103,257	9,387	6,542	16,946	651	271	32,119
Retirement benefits	262,948	84,961	173,276	83,274	6,498	6,622	56,860
Consultant and contractual	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	-	-	-	-	-	-
(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	-	-	-	-	-	-	-
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

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

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

	Program Services				Support Services	Total Expenses
	Special Projects	Volunteer Services	SNHS Management Corporation	Total Program Services	Management and General	
EXPENSES						
Payroll	\$ 63,372	\$ 75,363	\$ 422,932	\$ 12,108,310	\$ 1,258,069	\$ 13,366,379
Payroll taxes	5,433	6,159	42,979	996,970	96,197	1,093,167
Fringe benefits	1,447	13,772	137,202	2,440,853	154,995	2,595,848
Workers comp. insurance	2,427	188	8,844	180,632	4,341	184,973
Retirement benefits	2,305	3,179	44,515	724,438	113,858	838,296
Consultant and contractual	1,630,101	448	171,365	5,007,648	70,685	5,078,333
Travel and transportation	2,655	1,698	55,755	375,547	10,124	385,671
Conferences and meetings	3,706	-	26,557	47,770	770	48,540
Occupancy	13,874	-	470,606	2,026,871	25,489	2,052,360
Advertising	75	25	83	20,092	125	20,217
Supplies	3,181	2,557	9,617	574,530	58,000	632,530
Equip. rentals and maintenance	(23)	79	8,837	114,640	878	115,518
Insurance	1,353	1,226	34,976	116,019	13,745	129,764
Telephone	2,854	1,332	14,613	222,758	3,890	226,648
Postage	-	271	940	45,668	17,288	62,956
Printing and publications	-	38	-	7,704	913	8,617
Subscriptions	-	1,000	551	2,186	-	2,186
Program support	22,782	-	101,335	178,378	-	178,378
Interest	-	-	43,543	55,505	-	55,505
Depreciation	25,062	-	317,695	426,533	536	427,069
Assistance to clients	19,869	-	26,984	11,114,499	-	11,114,499
Other direct expense	867	2,767	3,836	610,056	6,398	616,454
Miscellaneous	188	4,602	71,187	190,158	1,651	191,809
In-kind	-	-	-	2,269,028	-	2,269,028
(Gain) Loss on disposal of assets	(4,170)	-	2,429	(1,741)	-	(1,741)
SUBTOTAL	1,797,358	114,704	2,017,381	39,855,052	1,837,952	41,693,004
Over applied indirect costs	-	-	-	-	(67,750)	(67,750)
Eliminations	-	-	-	(2,422,414)	-	(2,422,414)
TOTAL EXPENSES	\$ 1,797,358	\$ 114,704	\$ 2,017,381	\$ 37,432,638	\$ 1,770,202	\$ 39,202,840

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

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

EXPENSES	Program Services						
	Child Development	Community Services	Economic Workforce Development	Energy	Language and Literacy	Housing and Homeless	Nutrition and Health
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	538	42,705
Postage	2,936	339	1,626	31,484	249	16	3,473
Printing and publications	6,182	1,454	-	340	939	-	-
Subscriptions	-	1,769	-	-	-	-	-
Program support	559	20,105	-	32,990	8,588	-	7,270
Interest	11,952	-	-	-	-	-	-
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	57,405	4,973	-	-	276,215
Miscellaneous	55,666	303	572	1,571	13,458	-	2,623
In-kind	2,636,675	-	-	-	-	-	-
Loss on disposal of assets	-	-	-	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	-	-	-	-	-	-	-
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	\$ 181,366	\$ 2,390,236

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

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

	Program Services				Support Services	Total Expenses
	Special Projects	Volunteer Services	SNHS Management Corporation	Total Program Services	Management and General	
EXPENSES						
Payroll	\$ 42,757	\$ 86,401	\$ 99,305	\$ 11,020,306	\$ 1,239,055	\$ 12,259,361
Payroll taxes	3,963	7,879	27,908	1,034,807	105,184	1,139,991
Fringe benefits	1,929	15,102	64,008	2,147,969	157,709	2,305,678
Workers comp. insurance	2,237	281	5,461	218,265	5,085	223,350
Retirement benefits	1,871	4,448	21,647	645,374	118,221	763,595
Consultant and contractual	1,324,546	561	166,121	4,687,766	85,022	4,772,788
Travel and transportation	1,692	2,414	57,092	336,365	8,535	344,900
Conferences and meetings	3,829	1,454	18,790	65,167	1,080	66,247
Occupancy	13,883	-	415,064	1,883,638	22,016	1,905,654
Advertising	25	467	2,712	53,310	50	53,360
Supplies	1,018	14,709	9,292	530,227	39,789	570,016
Equip. rentals and maintenance	1,301	236	17,935	113,227	2,116	115,343
Insurance	541	1,226	29,070	100,117	10,999	111,116
Telephone	2,935	1,368	16,575	213,919	7,809	221,728
Postage	18	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	47,726	-	367,931	485,169	-	485,169
Interest	-	-	39,429	51,381	-	51,381
Depreciation	10,810	-	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	364	20,018	66,235	160,810	1,484	162,294
In-kind	-	-	-	2,636,675	-	2,636,675
Loss on disposal of assets	(5,585)	-	50,760	49,685	-	49,685
SUBTOTAL	1,455,860	158,879	1,843,216	36,972,158	1,822,409	38,794,567
Over applied indirect costs	-	-	9,449	9,449	(55,812)	(46,363)
Eliminations	-	-	-	(2,791,729)	-	(2,791,729)
TOTAL EXPENSES	\$ 1,455,860	\$ 158,879	\$ 1,852,665	\$34,189,878	\$ 1,766,597	\$35,956,475

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

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

COMBINED STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED JULY 31, 2018 AND 2017

	<u>2018</u>	<u>2017</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	<u>\$ 1,829,918</u>	<u>\$ 2,058,180</u>
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	<u>(1,194,912)</u>	<u>(564,325)</u>
NET CASH FLOWS FROM OPERATING ACTIVITIES	<u>635,006</u>	<u>1,493,855</u>
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	-
NET CASH FLOWS FROM INVESTING ACTIVITIES	<u>(711,043)</u>	<u>(1,553,618)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Payments on long-term debt	(113,517)	(107,934)
CHANGE IN CASH AND CASH EQUIVALENTS	<u>(189,554)</u>	<u>(167,697)</u>
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR	<u>5,889,396</u>	<u>6,057,093</u>
CASH AND CASH EQUIVALENTS - END OF YEAR	<u>\$ 5,699,842</u>	<u>\$ 5,889,396</u>

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

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE
 COMBINED STATEMENTS OF CASH FLOWS (CONTINUED)
 FOR THE YEARS ENDED JULY 31, 2018 AND 2017

SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION

	<u>2018</u>	<u>2017</u>
Cash paid during the year for interest	<u>\$ 55,505</u>	<u>\$ 51,381</u>
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	<u>(283,644)</u>	<u>-</u>
	(256,536)	-
Cash received on acquisition	256,536	-
	<u>\$ -</u>	<u>\$ -</u>

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

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS

JULY 31, 2018 AND 2017

NOTE 1: 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:

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

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

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

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

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS

(Continued)

JULY 31, 2018 AND 2017

NOTE 1: 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.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

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

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

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.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

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 oversight 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.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

JULY 31, 2018 AND 2017

NOTE 3: FAIR VALUE MEASUREMENTS (Continued)

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:

<u>2018</u>				
	<u>(Level 1)</u>	<u>(Level 2)</u>	<u>(Level 3)</u>	<u>Total</u>
Mutual Funds	<u>\$9,085,663</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$9,085,663</u>

<u>2017</u>				
	<u>(Level 1)</u>	<u>(Level 2)</u>	<u>(Level 3)</u>	<u>Total</u>
Mutual Funds	<u>\$8,375,305</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$8,375,305</u>

NOTE 4: INVESTMENTS

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

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

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS

(Continued)

JULY 31, 2018 AND 2017

NOTE 5: LONG-TERM DEBT

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

	<u>2018</u>	<u>2017</u>
<u>SNHS, Inc.</u>		
Mortgage payable to City of Manchester, secured by real estate located in Manchester, NH. A balloon payment of \$11,275 was due on June 30, 2010. Interest is at 0.000%. SNHS, 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
<u>SNHS Management Corporation</u>		
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>

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

JULY 31, 2018 AND 2017

NOTE 5: LONG-TERM DEBT (Continued)

	<u>2018</u>	<u>2017</u>
<u>Subtotal Carried Forward</u>	<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%.	150,000	-
	<u>3,256,801</u>	<u>2,451,555</u>
Less: Current Portion	<u>122,582</u>	<u>121,437</u>
Long-term debt, net of current portion	<u>\$ 3,134,219</u>	<u>\$ 2,330,118</u>

Principal maturities of long-term debt are as follows:

2019	\$ 122,582
2020	98,138
2021	290,224
2022	50,228
2023	53,206
Thereafter	<u>2,642,423</u>
Total	<u>\$ 3,256,801</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

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	<u>\$ 264,646</u>

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.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

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.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS

(Continued)

JULY 31, 2018 AND 2017

NOTE 10: ACQUISITIONS 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)	<u>(283,644)</u>
	<u>\$ -</u>

OUELLETTE & ASSOCIATES, P.A.
CERTIFIED PUBLIC ACCOUNTANTS

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

	SNHS, Inc.	SNHS Management Corporation	Sub-Total	Elimination	Total
ASSETS					
CURRENT ASSETS					
Cash	\$ 264,637	\$ 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	\$ 8,368,147	\$ 25,519,897	\$ 33,888,044	\$ (3,043,863)	\$ 30,844,181
LIABILITIES AND NET ASSETS					
CURRENT LIABILITIES					
Current portion of long-term debt	\$ 33,275	\$ 89,307	\$ 122,582	\$ -	\$ 122,582
Accounts payable	349,453	108,935	458,388	-	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	3,043,863	(3,043,863)	-
Total current liabilities	3,941,269	2,761,154	6,702,423	(3,043,863)	3,658,560
LONG-TERM LIABILITIES					
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	\$ 25,519,897	\$ 33,888,044	\$ (3,043,863)	\$ 30,844,181

See independent auditor's report on supplementary information

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					
Grant/contract revenue	\$ 36,952,093	\$ -	\$ 36,952,093	\$ (16,178)	\$ 36,935,915
Program service fees	56,998	733,572	790,570	-	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	-	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	-	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	-	1,797,358
Volunteer Services	114,704	-	114,704	-	114,704
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:					
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	-	22,221,484
NET ASSETS - END OF YEAR	\$ 4,188,209	\$ 19,863,193	\$ 24,051,402	\$ -	\$ 24,051,402

See independent auditor's report on supplementary information

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

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	<u>6,448,001</u>

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	<u>6,448,001</u>

Excess of expenses over revenue	<u>\$ -</u>
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See independent auditor's report on supplementary information

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

October 1, 2017 to July 31, 2018

Fund # 630-18

REVENUES

Program funding	\$ 9,243,426
Other revenue	50
Allocated corporate unrestricted revenue	6,997
Total revenue	<u>9,250,473</u>

EXPENSES

Payroll	399,773
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	<u>9,250,473</u>

Excess of expenses over revenue	<u>\$ -</u>
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See independent auditor's report on supplementary information

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

REVENUES

Program funding	\$ 185,577
Total revenue	<u>185,577</u>

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	<u>185,577</u>

Excess of expenses over revenue	<u>\$ -</u>
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See independent auditor's report on supplementary information

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

Early Headstart Program

For the Period

August 1, 2017 to July 31, 2018

Fund # 300

REVENUES

Program funding	\$ 1,336,317
In-kind	582,219
Allocated corporate unrestricted revenue	2,972
Total revenue	<u>1,921,508</u>

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	<u>1,921,508</u>

Excess of expenses over revenue	<u>\$ -</u>
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See independent auditor's report on supplementary information

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT

FOR THE YEAR ENDED JULY 31, 2018

Electric Energy Assistance

For the Period

August 1, 2017 to July 31, 2018

Fund # 665

REVENUES

Other revenue	\$ 785,737
Allocated corporate unrestricted revenue	19,283
Total revenue	<u>805,020</u>

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	<u>805,020</u>

Excess of expenses over revenue	<u>\$ -</u>
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See independent auditor's report on supplementary information

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

STATEMENT OF FINANCIAL POSITION

JULY 31, 2018

<i>ASSETS</i>	
CURRENT ASSETS	
Cash - Operations	\$ 28,635
Tenant Accounts Receivable	509
Prepaid Expenses	6,035
Total Current Assets	<u>35,179</u>
DEPOSITS HELD IN TRUST, FUNDED	
Tenant Security Deposits	<u>12,708</u>
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	<u>125,395</u>
RENTAL PROPERTY	
Land	166,600
Building and Building Improvements	569,400
Total Rental Property	<u>736,000</u>
Less Accumulated Depreciation	28,068
Net Rental Property	<u>707,932</u>
TOTAL ASSETS	<u><u>\$ 881,214</u></u>
<i>LIABILITIES AND NET ASSETS</i>	
CURRENT LIABILITIES	
Current Portion of Mortgage Loan Payable	\$ 5,886
Accounts Payable	2,729
Accrued Expenses	62
Total Current Liabilities	<u>8,677</u>
DEPOSIT LIABILITIES	
Tenant Security Deposit Liability	<u>12,708</u>
LONG-TERM LIABILITIES	
Due to Affiliate	15,947
Mortgage Loan Payable, Net of Current Portion	200,514
Total Long-Term Liabilities	<u>216,461</u>
Total Liabilities	<u>237,846</u>
NET ASSETS	<u>643,368</u>
TOTAL LIABILITIES AND NET ASSETS	<u><u>\$ 881,214</u></u>

See independent auditor's report on supplementary information

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

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JULY 31, 2018

RENTAL OPERATIONS

Income

Tenant Rental Income	\$ 172,715
Laundry Income	2,215
Other Income	7,555
Interest Income - Unrestricted	30
Interest Income - Restricted	1,296
Total Income	<u>183,811</u>

Expenses (See Schedule)

Administrative	21,821
Utilities	33,879
Maintenance	63,734
Depreciation	14,316
Interest - NHHFA Mortgage Note	7,332
General Expenses	33,966
Total Expenses	<u>175,048</u>

CHANGE IN NET ASSETS 8,763

NET ASSETS - BEGINNING OF YEAR 634,605

NET ASSETS - END OF YEAR \$ 643,368

See independent auditor's report on supplementary information

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

SCHEDULE OF RENTAL OPERATIONS EXPENSES
FOR THE YEAR ENDED JULY 31, 2018

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

Utilities

Electricity	18,406
Fuel	7,655
Water and Sewer	7,818
TOTAL UTILITY EXPENSE	33,879

Maintenance

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

See independent auditor's report on supplementary information

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

SCHEDULE OF RECEIPTS AND DISBURSEMENTS
PROJECT OPERATING ACCOUNT

FOR THE YEAR ENDED JULY 31, 2018

SOURCE OF FUNDS

Rental Operations

Income

Tenant Paid Rent	\$ 153,261	
HAP Rent Subsidy	18,975	

<u>Total Rental Income</u>		<u>\$ 172,236</u>
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Service Income	2,215
Interest Income	30
Commercial Income	-
Other Income	7,555

<u>Total Rental Operations Receipts</u>		<u>182,036</u>
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Expenses

Administrative	20,657
Utilities	33,879
Maintenance	71,119
Interest - NHHFA Mortgage Note	7,332
Interest - Other Notes	-
General	33,966
Other	-

<u>Total Rental Operations Disbursements</u>		<u>(166,953)</u>
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<u>Cash Provided by Rental Operations</u>		<u>15,083</u>
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<u>Amortization of Mortgage</u>	5,684	
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<u>Cash Provided by Rental Operations After Debt Service</u>		<u>9,399</u>
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OTHER RECEIPTS

<u>Due to Management Agent</u>	(26,475)	
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<u>Owner Advances</u>	-	
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<u>Transfer from Restricted Cash Reserves and Escrows</u>	46,158	
	-	

19,683

OTHER DISBURSEMENTS OR TRANSFERS

<u>Transfers to Restricted Cash Reserves and Escrows</u>	38,810	
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<u>Purchase of Fixed Assets</u>	19,300	
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<u>Repayment of Owner Advances</u>	-	
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<u>Other Partnership Expenses</u>	-	
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<u>Transfers to Tenant Security Deposit Account</u>	-	
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58,110

<u>Net Increase or (Decrease) in Project Account Cash</u>		<u>(29,028)</u>
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<u>Project Account Cash Balance at Beginning of Year</u>		<u>57,663</u>
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<u>Project Account Cash Balance at End of Year</u>		<u>28,635</u>
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Composition of Project Account Cash

<u>Balance at End of Year</u>		<u>28,635</u>
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Petty Cash

-

Unrestricted Reserve (if applicable)

Decorating Reserve	-
Operating Reserve	-
Other Reserve	-

<u>Total Petty Cash and Unrestricted Reserves</u>		<u>-</u>
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Total Project Account Cash

<u>at End of Year</u>		<u>\$ 28,635</u>
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See independent auditor's report on supplementary information

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

SCHEDULE OF RESTRICTED CASH RESERVES AND ESCROWS
FOR THE YEAR ENDED JULY 31, 2018

<u>Description of Fund</u>	<u>Balance Beginning of Period</u>	<u>Deposits Transfers From Operations Account</u>	<u>Interest Earned</u>	<u>Withdrawals Transfers to Operations Account</u>	<u>Balance End of Period</u>
<u>Restricted Accounts:</u>					
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	-	76,953
Total Restricted Cash Reserves and Escrows	\$ 131,447	\$ 38,810	\$ 1,296	\$ 46,158	\$ 125,395

SCHEDULE OF SURPLUS CASH CALCULATION
JULY 31, 2018

NET LOSS	\$ 8,763
ADD: DEPRECIATION	14,316
DEDUCT REQUIRED PRINCIPAL REPAYMENTS	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

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

YEAR-TO-DATE COMPILATION OF OWNERS' FEE/DISTRIBUTION
FOR THE YEAR ENDED JULY 31, 2018

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

See independent auditor's report on supplementary information

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

STATEMENT OF FINANCIAL POSITION

JULY 31, 2018

<i>ASSETS</i>	
CURRENT ASSETS	
Cash - Operations	\$ 37,774
Prepaid Expenses	8,618
Total Current Assets	<u>46,392</u>
DEPOSITS HELD IN TRUST, FUNDED	
Tenant Security Deposits	<u>15,755</u>
RESTRICTED DEPOSITS AND FUNDED RESERVES	
Replacement Reserve	138,851
Operating Reserve	96,364
Tax Escrow	6,538
Total Restricted Deposits and Funded Reserves	<u>241,753</u>
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	<u>1,184,953</u>
TOTAL ASSETS	<u><u>\$ 1,488,853</u></u>
 <i>LIABILITIES AND NET ASSETS</i>	
CURRENT LIABILITIES	
Accounts Payable	\$ 3,545
Accrued Expenses	282
Total Current Liabilities	<u>3,827</u>
DEPOSIT LIABILITIES	
Tenant Security Deposit Liability	<u>15,772</u>
LONG-TERM LIABILITIES	
Due to Affiliate	40,657
Mortgage Loan Payable, Net of Current Portion	1,170,000
Total Long-Term Liabilities	<u>1,210,657</u>
Total Liabilities	<u>1,230,256</u>
NET ASSETS	<u>258,597</u>
TOTAL LIABILITIES AND NET ASSETS	<u><u>\$ 1,488,853</u></u>

See independent auditor's report on supplementary information

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

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JULY 31, 2018

RENTAL OPERATIONS

Income

Tenant Rental Income	\$ 207,802
Laundry Income	1,228
Interest Income - Unrestricted	33
Interest Income - Restricted	142
Total Income	<u>209,205</u>

Expenses (See Schedule)

Administrative	80,209
Utilities	61,477
Maintenance	34,774
Depreciation	27,009
General Expenses	49,818
Total Expenses	<u>253,287</u>

CHANGE IN NET ASSETS (44,082)

NET ASSETS - BEGINNING OF YEAR 302,679

NET ASSETS - END OF YEAR \$ 258,597

See independent auditor's report on supplementary information

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

SCHEDULE OF RENTAL OPERATIONS EXPENSES

FOR THE YEAR ENDED JULY 31, 2018

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

Utilities

Electricity	39,427
Fuel	13,413
Water and Sewer	7,728
Other Utility Expense	909
TOTAL UTILITY EXPENSE	61,477

Maintenance

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

Depreciation

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

See independent auditor's report on supplementary information

J.B. MILETTE MANOR
(FORMERLY: J.B. MILETTE LIMITED PARTNERSHIP)
SCHEDULE OF RECEIPTS AND DISBURSEMENTS
PROJECT OPERATING ACCOUNT
FOR THE YEAR ENDED JULY 31, 2018

SOURCE OF FUNDS

Rental Operations

Income

Tenant Paid Rent	\$ 177,836	
HAP Rent Subsidy	29,966	

<u>Total Rental Income</u>		<u>\$ 207,802</u>
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Service Income	1,228	
Interest Income	33	
Commercial Income	-	
Other Income	-	

<u>Total Rental Operations Receipts</u>		<u>209,063</u>
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Expenses

Administrative	81,918	
Utilities	61,477	
Maintenance	34,907	
Interest - NHHFA Mortgage Note	-	
Interest - Other Notes	-	
General	49,818	
Other	-	

<u>Total Rental Operations Disbursements</u>		<u>(228,120)</u>
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<u>Cash Provided by Rental Operations</u>		<u>(19,057)</u>
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Amortization of Mortgage

Cash Provided by Rental Operations

<u>After Debt Service</u>		<u>(19,057)</u>
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OTHER RECEIPTS

<u>Due to Management Agent</u>	(22,427)	
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<u>Owner Advances</u>	-	
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<u>Transfer from Restricted Cash Reserves</u>	-	
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<u>and Escrows</u>	-	
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	<u>(22,427)</u>
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OTHER DISBURSEMENTS OR TRANSFERS

<u>Transfers to Restricted Cash Reserves</u>	15,599	
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<u>and Escrows</u>	-	
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<u>Purchase of Fixed Assets</u>	8,975	
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<u>Repayment of Owner Advances</u>	-	
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<u>Other Partnership Expenses</u>	-	
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<u>Transfers to Tenant Security Deposit Account</u>	(21)	
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	<u>24,553</u>
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<u>Net Increase or (Decrease) in Project Account Cash</u>		<u>(66,037)</u>
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<u>Project Account Cash Balance at Beginning of Year</u>		<u>103,811</u>
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<u>Project Account Cash Balance at End of Year</u>		<u>37,774</u>
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Composition of Project Account Cash

<u>Balance at End of Year</u>		<u>37,774</u>
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<u>Petty Cash</u>	-	
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Unrestricted Reserve (if applicable)

Decorating Reserve	-	
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Operating Reserve	-	
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Other Reserve	-	
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Total Petty Cash and Unrestricted Reserves

	<u>-</u>
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Total Project Account Cash

<u>at End of Year</u>		<u>\$ 37,774</u>
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See independent auditor's report on supplementary information

J.B. MILETTE MANOR
(FORMERLY: J.B. MILETTE LIMITED PARTNERSHIP)
SCHEDULE OF RESTRICTED CASH RESERVES AND ESCROWS
FOR THE YEAR ENDED JULY 31, 2018

<u>Description of Fund</u>	<u>Balance</u> <u>Beginning of</u> <u>Period</u>	<u>Deposits</u> <u>Transfers</u> <u>From</u> <u>Operations</u> <u>Account</u>	<u>Interest</u> <u>Earned</u>	<u>Withdrawals</u> <u>Transfers to</u> <u>Operations</u> <u>Account</u>	<u>Balance</u> <u>End of</u> <u>Period</u>
<u>Restricted Accounts:</u>					
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	\$ 226,012	\$ 15,599	\$ 142	\$ -	\$ 241,753

SCHEDULE OF SURPLUS CASH CALCULATION
JULY 31, 2018

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	-
SURPLUS CASH (DEFICIT)	\$ (32,672)

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 FINANCIAL POSITION

JULY 31, 2018

<i>ASSETS</i>	
CURRENT ASSETS	
Cash - Operations	\$ 56,958
Prepaid Expenses	6,623
Total Current Assets	<u>63,581</u>
DEPOSITS HELD IN TRUST, FUNDED	
Tenant Security Deposits	<u>16,600</u>
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	<u>190,472</u>
RENTAL PROPERTY	
Land	211,000
Building and Building Improvements	895,200
Total Rental Property	<u>1,106,200</u>
Less Accumulated Depreciation	<u>5,595</u>
Net Rental Property	<u>1,100,605</u>
TOTAL ASSETS	<u><u>\$ 1,371,258</u></u>
 <i>LIABILITIES AND NET ASSETS</i>	
CURRENT LIABILITIES	
Current Portion of Mortgage Loan Payable	\$ 14,309
Accounts Payable	2,410
Accrued Expenses	117
Total Current Liabilities	<u>16,836</u>
DEPOSIT LIABILITIES	
Tenant Security Deposit Liability	<u>16,600</u>
LONG-TERM LIABILITIES	
Due to Affiliate	136,698
Mortgage Loan Payable, Net of Current Portion	901,031
Total Long-Term Liabilities	<u>1,037,729</u>
Total Liabilities	<u>1,071,165</u>
NET ASSETS	<u>300,093</u>
TOTAL LIABILITIES AND NET ASSETS	<u><u>\$ 1,371,258</u></u>

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	<u>351,665</u>

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	<u>51,572</u>

CHANGE IN NET ASSETS 300,093

NET ASSETS - BEGINNING OF YEAR -

NET ASSETS - END OF YEAR \$ 300,093

See independent auditor's report on supplementary information

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

Utilities

Electricity	4,442
Fuel	1,334
Water and Sewer	200
Other Utility Expense	577
TOTAL UTILITY EXPENSE	6,553

Maintenance

Trash Removal	525
Grounds/Landscaping	431
Repairs (Materials)	11,742
TOTAL MAINTENANCE EXPENSE	12,698

Depreciation

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

See independent auditor's report on supplementary information

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

SOURCE OF FUNDS

Rental Operations

Income

Tenant Paid Rent	\$ 31,338	
HAP Rent Subsidy	34,745	

<u>Total Rental Income</u>		<u>\$ 66,083</u>
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Service Income	670	
Interest Income	9	
Commercial Income	-	
Other Income	582	

<u>Total Rental Operations Receipts</u>		<u>67,344</u>
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Expenses

Administrative	14,673	
Utilities	6,553	
Maintenance	13,836	
Interest - NHHFA Mortgage Note	6,557	
Interest - Other Notes	-	
General	8,941	
Other	-	

<u>Total Rental Operations Disbursements</u>		<u>(50,560)</u>
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<u>Cash Provided by Rental Operations</u>		<u>16,784</u>
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<u>Amortization of Mortgage</u>	3,423	
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<u>Cash Provided by Rental Operations</u>		
<u>After Debt Service</u>		<u>13,361</u>

OTHER RECEIPTS

<u>Due to Management Agent</u>	(7,046)	
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<u>Owner Advances</u>	-	
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<u>Transfer from Restricted Cash Reserves</u>	13,910	
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<u>and Escrows</u>	-	
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6,864

OTHER DISBURSEMENTS OR TRANSFERS

<u>Transfers to Restricted Cash Reserves</u>	12,881	
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<u>and Escrows</u>	-	
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<u>Purchase of Fixed Assets</u>	-	
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<u>Repayment of Owner Advances</u>	-	
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<u>Other Partnership Expenses</u>	-	
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<u>Transfers to Tenant Security Deposit Account</u>	-	
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12,881

<u>Net Increase or (Decrease) in Project Account Cash</u>		<u>7,344</u>
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<u>Project Account Cash Balance at Beginning of Year</u>		<u>49,614</u>
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<u>Project Account Cash Balance at End of Year</u>		<u>56,958</u>
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Composition of Project Account Cash

<u>Balance at End of Year</u>		<u>56,958</u>
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<u>Petty Cash</u>	-	
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Unrestricted Reserve (if applicable)

Decorating Reserve	-	
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Operating Reserve	-	
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Other Reserve	-	
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<u>Total Petty Cash and Unrestricted Reserves</u>		<u>-</u>
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<u>Total Project Account Cash</u>		
<u>at End of Year</u>		<u>\$ 56,958</u>

See independent auditor's report on supplementary information

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

<u>Description of Fund</u>	<u>Balance</u> <u>Beginning of</u> <u>Period</u>	<u>Deposits</u> <u>Transfers</u> <u>From</u> <u>Operations</u> <u>Account</u>	<u>Interest</u> <u>Earned</u>	<u>Withdrawals</u> <u>Transfers to</u> <u>Operations</u> <u>Account</u>	<u>Balance</u> <u>End of</u> <u>Period</u>
<u>Restricted Accounts:</u>					
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	-	237	-	65,873
Total Restricted Cash Reserves and Escrows	\$ 190,824	\$ 12,881	\$ 677	\$ 13,910	\$ 190,472

SCHEDULE OF SURPLUS CASH CALCULATION
JULY 31, 2018

NET INCOME	\$ 300,093
ADD: DEPRECIATION	5,595
DEDUCT NONCASH DONATION	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)	\$ 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
FOR THE YEAR ENDED JULY 31, 2018

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

See independent auditor's report on supplementary information

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 December 2018**

Public Sector	Private Sector	Low-Income Sector	HS Policy Council
<u>Representing Manchester</u> Lou D'Allesandro Vice Chair German J. Ortiz	<u>Representing Manchester</u> Peter Ramsey <i>Term: 4/18-9/21</i> Carrie Marshall Gross <i>Term: 9/17-9/20</i>	<u>Representing Manchester</u> James Brown <i>9/18-9/21</i> Orville Kerr, Secretary <i>Term 9/18-9/21</i>	Anna Hamel <i>Term Expires Nov. 2019</i>
<u>Representing Nashua</u> Kevin Moriarty Treasurer	<u>Representing Nashua</u> Dolores Bellavance, <i>Chairman</i> <i>Term: 9/18-9/21</i> Wayne R. Johnson <i>Term: 9/18-9/21</i>	<u>Representing Nashua</u> Bonnie Henault <i>Term: 9/17-9/20</i> Shirley Pelletier <i>Term: 9/17-9/20</i>	
<u>Representing Towns</u> Thomas Mullins	<u>Representing Towns</u>	<u>Representing Towns</u> Deirdre O'Malley <i>Term: 9/16-9/19</i>	
<u>Representing Rockingham County</u> Rep. Sherman Packard	<u>Representing Rockingham County</u>	<u>Representing Rockingham County</u>	

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 EXPERIENCE

Southern New Hampshire Services, Manchester, NH

5/2009-Present

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

Chief Fiscal Officer

1/2017 to Present

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

Senior Accountant

5/2009-1/2017

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

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

WOOD STRUCTURES, INC. Biddeford, ME

2001-4/2009

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

Controller

2006-4/2009

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

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

Accounting Manager

2001-2006

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

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

VISHAY SPRAGUE, Sanford, ME

1978-2001

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

Plant Cost Accounting Manager

1997-2001

Division General Accounting Manager

1995-1997

Division Operation Accountant

1989-1995

Division Fixed Asset Accountant

1987-1989

Master Engineering Technician

1984-1987

Lead Production Technician

1978-1984

EDUCATION

NASSON COLLEGE, Springvale, ME

B.S. in Business Administration

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Southern New Hampshire Services

Name of Contract: RFP-2019-OHS-01-COMBI

BUDGET PERIOD: SFY 19				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Donnalee Lozeau	Executive Director	\$185,294	0.00%	\$0.00
Ryan Clouthier	Deputy Director	\$109,182	0.00%	\$0.00
James Chaisson	Chief Fiscal Officer	\$125,962	0.00%	\$0.00
			0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$0.00