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New Hampshire Department of
BUSINESS AND
ECONOMIC AFFAIRS

May 16, 2023

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

REQUESTED ACTION

Authorize the Department of Business and Economic Affairs, Office of Workforce Opportunity to enter into a contract with Southern New Hampshire Services (SNHS) (VC#177198), Manchester, NH in the amount of $417,028.00 for the development of the Workforce Innovation and Opportunity Act (WIOA) Adult Plus Program effective upon Governor and Council approval through June 30, 2026. **100% Federal Funds.**

Funds are available in the following account for Fiscal Year 2023 and are anticipated to be available in Fiscal Years 2024, 2025, and 2026, upon the continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

Office of Workforce Opportunity	FY 2023	FY2024	FY2025	FY2026
03-22-22-220510-14530000-102-500731-Contracts for Program Services	$20,000	$119,010	$139,009	$139,009

EXPLANATION

This contract between the Department of Business and Economic Affairs, Office of Workforce Opportunity (BEA/OWO) and Southern New Hampshire Services (SNHS) for the development of the WIOA Adult Plus Program to fulfill unmet needs within the existing WIOA Adult program through direct client assistance, is in response to the Request for Proposal (RFP) #DBEA 2023-12, released on February 27, 2023.

BEA/OWO is the state grant recipient for Workforce Innovation and Opportunity Act (WIOA) Title I Federal Funds awarded by the US Department of Labor – Employment and Training Administration. The above RFP was issued on behalf of the State Workforce Innovation Board (SWIB), which is the oversight body established in federal regulation to oversee the appropriate use of WIOA Federal Funds and members are appointed by the Governor. The RFP was for the provision of developing strategies for effectively serving individuals with barriers to employment and for coordinating programs and services among one-stop partners. Southern New Hampshire Services (SNHS) will develop the WIOA Adult Plus Program to address multiple areas of critical need within various sectors of NH's workforce. These overarching areas include early childhood education, K-12 education, healthcare, and the construction trades. SNHS will actively work to identify, promote and develop innovative approaches and proven training opportunities that are focused on these select target occupations.

100 North Main Street, Suite 100
Concord, New Hampshire 03301
603.271.2341
visitnh.gov nheconomy.com choosenh.com

A selection committee comprised of Office of Workforce Opportunity Staff (Schedule #2) reviewed and scored the proposals (Schedule #1). The committee identified the proposal from the SNHS to be in line with the scope and deliverables outlined. The two proposals submitted by the highest-ranking organizations did not utilize all funds available for the program and therefore SNHS' proposal was partially funded with the remaining available funds. Scoring is included as Schedule #3.

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 Attorney General's office has reviewed and approved this document as to form, substance and execution.

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

Respectfully submitted,

Taylor Caswell
Commissioner

Department of Business and Economic Affairs **Schedule #1**
Office of Workforce Opportunity
Governor's Discretionary RFP
Written Proposal Scoring Criteria

Proposals were reviewed, evaluated, and scored by an evaluation committee. Evaluation of proposals were based on the following criteria for each component. Each criterion was scored according to the degree of responsiveness present in the proposal being evaluated.

1. Proposal Cover Sheet	Appendix A	Required	
2. Table of Contents	with Page Numbers	Required	
			100 Point Total
3. Proposal Narrative		Required	**70 Point Total**
A. Project Description	Max. Six (6) Pages	Required	30 Points (of 70)
B. Description of Services	Max. Three (3) Pages		10 Points (of 70)
C. Performance Management	Max. Three (3) Pages	Required	10 Points (of 70)
D. Timeline	Max. Two (2) Pages		10 Points (of 70)
E. Demonstrated Ability / Past Performance – include 3 client references	Max. Two (2) Pages	Required	10 Points (of 70)
F. Conflict of Interest	Max. One (1) Page	Required	
4. Contractor Data Sheet	Appendix B	Required	
5. Proposal Budget		Required	**30 Point Total**
A. Budget Narrative	Max. Four (4) Pages	Required	
6. State Assurances and Certification	Appendix C	Required	
7. WIOA Assurances and Certification	Appendix D	Required	
8. Miscellaneous	Max. Three (3) Pages	Optional	

Department of Business and Economic Affairs **Schedule #2**
Office of Workforce Opportunity
Governor's Discretionary RFP
Proposal Review Committee

The following employees from the Office of Workforce Opportunity (OWO) reviewed all proposals.

Scorers:

- **Mr. Joseph Doiron – Director of Workforce Development, Office of Workforce Opportunity**
  - Mr. Doiron has worked for the Department of Business and Economic Affairs, Office of Workforce Opportunity for 3 ½ years. He has been the Director of Workforce Development at OWO for almost three years. Previously he served as Deputy Director for the Governor's Office of Emergency Relief and Recovery (GOFERR) and as Deputy Director of the Office of Strategic Initiatives. Mr. Doiron has a Master's degree in Public Administration from Norwich University and a B.A. in Political Science from New England College.

- **Mr. Jimmie Hinson – Workforce Development Administrator, Office of Workforce Opportunity**
  - Mr. Hinson has worked for the Department of Business and Economic Affairs for 6 years. He is currently the Workforce Development Administrator for the Office of Workforce Opportunity, a position he has held for over two years. Prior to his positions with BEA, Mr. Hinson worked for the NH Department of Education – Vocational Rehabilitation for approximately 12 years as a Supervisor V. Mr. Hinson is a 2015 graduate of Leadership NH, 2007 graduate of Leadership Greater Concord and has a B.A. in Marketing from the American Military University (AMU).

- **Ms. Lisa Gerrard, Workforce Innovation and Opportunity Act (WIOA) Administrator, Office of Workforce Opportunity**
  - Ms. Gerrard has worked for the Department of Business and Economic Affairs, Office of Workforce Opportunity for almost three years as the WIOA Program Administrator. Prior to her position with BEA, Ms. Gerrard worked for the NH Department of Health and Human Services for approximately 17 years as a Supervisor V. Ms. Gerrard has a M.S. in Industrial/Organizational Psychology from Southern New Hampshire University and a B.A. in Liberal Arts from the University of Massachusetts – Lowell.

Department of Business and Economic Affairs **Schedule #3**
Office of Workforce Opportunity
Governor's Discretionary RFP
RFP Scoring Results

Proposer	Average Score	Rank	Amount	Funded (Yes/No)
Easter Seals	83.33	1	$750,000	Yes
Future Works	82	2	$241,076	Yes
Southern New Hampshire Services	80.33	3	$500,000	Yes
Second Start	66.33	4	$665,148	No
My Turn	59.33	5	$172,700	No
National Collaborative for Digital Equity	58	6	$584,265	No
Future Fit AI	54.33	7	$201,500	No
New Hampshire JAG	54	8	$232,433	No
Educational Data Systems Incorporated	53.66	9	$347,716	No
Fire Standards and Training and Emergency Medical Services	53	10	$471,000	No
Resultant	47.66	11	$298.971	No
Find Help-Aunt Bertha	46.33	12	$93,500	No
Mainstay AdmitHub	41.66	13	$963,807	No

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 Business and Economic Affairs		1.2 State Agency Address 100 North Main Street , Concord, NH 03301	
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 Unit and Class 03-22-22-220510-14530000-102-500731	1.7 Completion Date 6/30/2026	1.8 Price Limitation $417,028.00
1.9 Contracting Officer for State Agency Joseph Doiron, Director, Office of Workforce Opportunity		1.10 State Agency Telephone Number (603) 271-7275	
1.11 Contractor Signature Donnalee Lozeau Date: May 25.2023		1.12 Name and Title of Contractor Signatory Donnalee Lozeau, Chief Executive Officer	
1.13 State Agency Signature Date: 5/25/2023		1.14 Name and Title of State Agency Signatory Taylor Caswell, Commissioner, Business and Economic Affiars	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Mark W. Dell'Orfano, Attorney On: 06/12/2023			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials DL
Date 5/25/23

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

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

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials DL
Date 5/25/23

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

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

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials DC
Date 5/25/23

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

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

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

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials DL
Date 5/25/23

EXHIBIT A

SPECIAL PROVISIONS

The Office of Management and Budget (OMB) guidelines governing the fiscal administration of federally funded programs defines the role of Southern New Hampshire Services (SNHS) under this Agreement as that of a single-service provider (Subrecipient) of federal funds. Therefore, applicable OMB guidelines governing the role of a Subrecipient shall be applied to Southern New Hampshire Services through this Agreement.

Business and Economic Affairs, a department within New Hampshire State government describes the legal document used to implement this service Agreement a "contract" for services. Therefore, all State contract rules and procedures shall be applied to SNHS through this Agreement.

As a condition of this contract agreement, Southern New Hampshire Services (herein after referred to as "the Subrecipient") covenants and agrees that all funds received by the Subrecipient under this Agreement shall be used only as payment to the Subrecipient for the WIOA Adult Plus program that utilizes Governor Discretionary funds to fulfill unmet needs within the existing WIOA Adult program through direct client assistance, in the furtherance of the aforesaid covenants, the Subrecipient hereby covenants and agrees to:

1. **Gratuities or Kickbacks:** The Subrecipient agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Subrecipient, any sub-contractor or subrecipient of the Subrecipient or the State in order to influence the performance of the Scope of Services detailed in Exhibit B of this Agreement. The State may terminate this Agreement and any 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 Subrecipient, or sub-contractor or subrecipient of the Subrecipient.

2. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Subrecipient for costs incurred for any purpose or for any services provided to any individual prior to the effective date of the Agreement.

3. **Maintenance of Records:** The Subrecipient covenants and agree to maintain the following records during the Agreement period:

   (a) Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Subrecipient in the performance of the Agreement, and all income received or collected by the Subrecipient during the Agreement period, are to be maintained in accordance with accounting procedures and practices which sufficiently and property reflect all such costs and expenses, and which are acceptable to BEA/OWO, 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 BEA/OWO.

   (b) Training Records: Records for each training class that is held during the Agreement period, which records shall include attendance, agenda, training materials, evaluations and all invoices submitted to BEA/OWO to obtain payment for such services shall be maintained.

Subrecipient Initials DC
Date 5/25/23

4. **Audit:** The Subrecipient shall submit a copy of their annual audit report to BEA/OWO within 60 days after receiving the final and approved report from the auditor. The report must be prepared in accordance with the provision of Office of Management and Budget (0MB) Uniform Guidance 2 CFR Part 200 Subpart F "Audit Requirements" 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.

   (a) Audit and Review: During the term of this Agreement and the period for retention hereunder, BEA/OWO, U.S. Department of Labor, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

   (b) Audit Liabilities: In addition to and not in any way in limitation of obligations of the Agreement, it is understood and agreed that the Subrecipient shall be held liable for any state or federal audit exceptions and shall return to BEA/OWO, all payments made under the Agreement to which exception has been taken or which have been disallowed because of such an exception.

5. **Confidentiality of Records**: The Subrecipient agrees to maintain WIOA participant confidentiality to the extent that they have direct contact with WIOA eligible customers in the course of carrying out the responsibilities outlined in the scope of services in Exhibit B. In addition, information regarding participants and their immediate families that may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source in accordance with the Personally Identifiable Information policy and procedure. Without the permission of the applicant/participant such information shall be divulged only as necessary for purposes related to the performance or evaluation of this Agreement, and to persons having responsibilities under the Agreement:

   (a) The Subrecipient is responsible for taking reasonable steps to ensure the physical security of such data under its control.

   (b) The Subrecipient is responsible for ensuring each of its employees, vendors or contractors being involved with personal data or other confidential information are informed in the laws and regulations relating to confidentiality.

   (c) Each employee funded through this Agreement shall be required to sign a confidentiality statement provided by the Subrecipient and kept on file.

6. **Disallowed Costs:** The Subrecipient will be solely responsible for paying BEA/OWO any and all disallowed costs associated with the misappropriation of federal funds. Disallowed costs may not be paid with any other federal funds.

7. **Veterans' Priority Provisions:** The Subrecipient agrees to comply with the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215), as implemented by the Final Rule published on December 19, 2008 at 73 Fed. Reg. 78132. The JVA provides priority of service to veterans and spouses of eligible veterans for the receipt of employment, training, and placement services. Priority of service for veterans is a condition of receipt of US DOL funds.

8. **Buy American Notice Requirement:** To the greatest extent practicable, and the extent to which purchases are allowable in this Agreement, the Subrecipient agrees to purchase American made equipment and products. (See WIOA Section 505-Buy American Requirements).

Subrecipient Initials DC
Date 5/25/23

9. **Salary and Bonus Limitations:**

(a) No funds available under this Agreement may be used by a recipient or Subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of the annual rate of basic pay prescribed for level II of the Executive Schedule under 5 U.S.C. 5313, which can be found at *https://www.opm.gov/.*

(b) In instances where funds awarded under this agreement pay only a portion of the salary or bonus, the WIOA Discretionary funds may only be charged for the share of the employee's salary or bonus attributable to the work performed on the WIOA Discretionary grant. That portion cannot exceed the proportional Executive level II rate. The restriction applies to the sum of salaries and bonuses charged as either direct costs or indirect costs under WIOA Discretionary.

(c) The limitation described in paragraph (a) of this section will not apply to contractors (as defined in 2 CFR 200.23) providing goods and services.

(d) When an individual is working for the same recipient or Subrecipient in multiple offices that are funded by Title I of WIOA or the Wagner-Peyser Act, the recipient or Subrecipient must ensure that the sum of the individual's salary and bonus does not exceed the prescribed limit in paragraph (a) of this section.

10. **Intellectual Property Rights:** The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes:

i) the copyright in all products developed under the grant, including a sub grant or contract under the grant or sub grant, and;

ii) rights of copyright to which the grantee, sub grantee or a Subrecipient purchases ownership under an award (including, but not limited to, curricula, training models, technical assistance products, and any related materials) Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise.

iii) Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy, which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with Agreement funds, including intellectual property, these revenues are program income. Program Income is added to the Agreement and must be expended for allowable Agreement activities.

11. If applicable, the following language needs to be included on all products developed, in whole or in part, with grant funds in accordance WIOA law:

"This workforce product was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. This product was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. The institution

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that created it copyrights this product. Internal use by an organization and/or personal use by an individual for non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner."

12. **Rights to Inventions Made Under a Contract or Agreement**: If the Federal award meets the definition of "funding agreement" under 37 CFR §401-2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

13. **Requirement to Provide Certain Information in Public Communications "Stevens Amendment"** (Public Law 116-94, Division A, Title V, Section 505): Pursuant to P.L. 116-94, Division A, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

    i. The percentage of the total costs of the program or project which will be financed with Federal money;
    ii. The dollar amount of Federal funds for the project or program; and
    iii. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

    The requirements of this part are separate from those in the 2 CFR part 200 and, when applicable, both must be complied with.

14. **Certification Regarding Debarment and Suspension:** (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

    (a) The Subrecipient shall certify by signature to this agreement that to the best of their knowledge, neither the Subrecipient nor any of its principals:

        i. are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency;
        ii. have within a five-year period preceding this agreement been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
        iii. are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and
        iv. have not within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause.

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15. **Compliance with the Clean Air Act** (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended: Contracts and sub-grants of amounts in excess of $150.000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

16. **Compliance with Procurement of recovered materials**: The Subrecipient shall certify by signature to this agreement that they shall comply with Solid Waste Disposal Act to the extent that such provisions may apply to this agreement. See §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section. 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014).

17. **Breach of Contract:** Contracts and sub-awards for more than the Simplified Acquisition Threshold currently set at $250,000, must address administrative, contractual, or legal remedies in instances where Subrecipients/Subrecipients violate or breach contract terms. The subrecipient agrees to comply with the terms and conditions as set forth in the State Contract P-37 document #8, which provides for such sanctions and penalties as appropriate.

18. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity. In addition to the Event of Default/Remedies as outlined in number eight (8) of the NH P-37 Contract Document; BEA/OWO by thirty (30) day written notice, may terminate this agreement, in whole or in part, when it is in the best interests of BEA/OWO. For supplies, the Subrecipient shall be compensated in accordance with its auditable costs to point or notification of termination. For services, BEA/OWO shall be liable only for payment in accordance with the payment provisions of the agreement for the actual services rendered to the effective date of the termination.

19. **Equal Employment Opportunity.** As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the Subrecipient assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

    (a) Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;

    (b) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color arid national origin;

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(c) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

(d) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;

(e) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

(f) Compliance with 29 CFR part 38 and all other regulations implementing the laws listed above.

(g) The Subrecipient shall agree by signature to this agreement to comply with the requirement to include equal opportunity clause outlined below. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

20. During the performance of this Agreement, the Subrecipient agrees as follows:

(a) The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, ·in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipients' legal duty to furnish information.

(d) The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipients

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commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the awarding agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the Subrecipient's non-compliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The Subrecipient will include the provisions of paragraphs (1) through (8) in every sub award or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub awardee or vendor. The Subrecipient will take such action with respect to any sub-award or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *provided,* however, that in the event the Subrecipient becomes involved in, or is threatened with, litigation with a sub awardee or vendor as a result of such direction, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

21. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)**: The Subrecipient shall certify by signature to this agreement that they are familiar with the Davis-Bacon Act and shall comply with the provisions of this act to the extent it is or becomes applicable to this agreement. When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors/subrecipients must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors/subrecipients must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or sub award must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts or sub awards must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Subrecipient or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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22. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708): The Subrecipient shall certify by signature to this agreement that they are familiar with the Contract Work Hours and Safety Standards Act and shall comply with the provisions of this act to the extent it is or becomes applicable to this agreement. Where applicable, all contracts and sub awards awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each subrecipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

23. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352): Subrecipient/Subrecipients that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

24. **Prohibition on certain telecommunications and video surveillance services or equipment**: The Subrecipient agrees to comply with Public Law 115-232, section 889 regarding the prohibition on certain telecommunications and video surveillance services or equipment and agrees to not use any covered equipment or services produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (See 2 CFR § 200.216).

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EXHIBIT B

SCOPE OF SERVICES

Agreement Period: **Effective upon Governor & Council Approval – 6/30/2026**

Contractor: Southern New Hampshire Services

This cost reimbursement Agreement for services between Southern New Hampshire Services (SNHS) and Department of Business and Economic Affairs, Office of Workforce Opportunity (BEA/OWO) will be for a **term effective upon Governor & Council Approval and terminating on 6/30/2026**, as approved by the Governor and Executive Council.

Total payments under this Agreement **shall not exceed $417,028** and shall be expended consistent with the payment schedule in Exhibit C.

The Subrecipient will address multiple areas of critical need, within various sectors of NH's workforce. In an effort to maximize the impact of these additional funds, the subrecipient will be integrating services into the existing WIOA Adult program. The subrecipient will ensure the majority of available funds is designated for direct client assistance. This type of client assistance will be used to fill unmet needs within the existing WIOA Adult program.

This program will address multiple areas of critical need within various sectors of NH's workforce. These overarching areas include early childhood education, K-12 education, healthcare, the construction trades, and more. This program will also designate more than 50% or the total funding for direct client assistance, including tuition assistance and other forms or supportive services that increase occupational skills training participation and competition rates. SNHS will actively work to identify, promote and develop innovative approaches and proven training opportunities that are focused on these select target occupations.

Funds authorized under this Agreement are for the sole purpose of implementing a program other than those activities identified in SECTION 3 — Proposed Scope of Work outlined in RFP #DBEA 2023-12, released 2/27/2023 – and/or in accordance with US DOL WIOA program rules and regulations.

As a condition of this Agreement, SNHS assumes responsibility for the specific operational, fiscal and monitoring responsibilities cited in this Agreement for the purpose of delivering services to WIOA Adult eligible participants and agrees to carry out these duties consistent with the conditions and terms of this Agreement, as well as all applicable federal and state laws, regulations and requirements. This includes maintaining appropriate and adequate internal controls as required by 2 CFR 200.302, 200.303 and 200.400.

In addition, by signing this Agreement SNHS acknowledges the substantial operational level oversight retained by the BEA/OWO under this Agreement for the duration of the Agreement performance period.

Deliverables

1. SNHS will target four sectors of workforce (Early Childhood Education, K-12 education, Healthcare, and Construction trades) that are experiencing critical or near critical levels of worker shortages.
2. SNHS will work to address the shortage of qualified early childhood education teachers and assistant teachers. This will be made possible by promoting and increasing the utilization of SNHS's existing Early Childhood Apprenticeship program, as well as the TEACH program, which is an evidence-based strategy that provides access to college education and comprehensive support for the early

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childhood workforce. SNHS will be able to dramatically increase the number of new professionals entering the Early Childhood Education field.

3. SNHS will begin focusing on the recruitment and training of K-12 teachers; including special education teachers, ESOL teachers, para-professionals, and other direct support professionals. This program will add valuable and more sustainable resources to support some of the promising initiatives that have demonstrated effectiveness, such as the new Teacher Apprenticeship program that is available through collaboration with the Community College System of NH.
4. This proposal will target the shortage of licensed nursing assistants, medical assistants, licensed practical nurses, and registered nurses. The program will work with local healthcare providers, community colleges, universities, and other qualified healthcare training providers to provide eligible applicants with more information about career pathways within the healthcare industry. This proposal also incorporates additional funding for tuition assistance, support services, exam fees, etc.
5. SNHS will work to address the shortage of skilled workers in the construction trades, such as plumbing, HVAC, electrical, automotive, and many others. The program will work with local schools (secondary and post-secondary), community colleges, and existing apprenticeship programs to ensure participants are able to receive high-quality training and be guided along a lucrative career pathway. Funding for this project will help ensure access to an additional source of tuition assistance and supportive services.
6. SNHS will create a system that avoids duplication of services and maximizes the impact of available resources.
7. SNHS will co-enroll all eligible individuals into the WIOA Adult Program.
8. SNHS will maintain a staffing level adequate to effectively manage the program consistent with the requirements outlined in the RFP.
9. SNHS will submit a quarterly performance narrative and participant success stories as requested by BEA/OWO.
10. SNHS will perform timely and accurate data entry in the Job Match System (JMS) case management system to ensure current information is available for the WIOA Adult program provider.
11. SNHS will be required to use a tracking system to manage outreach and referrals.
12. SNHS will submit a written year-end program report no later than the last day of July following the program year-end date.
13. SNHS will submit ad-hoc reports requested by BEA/OWO, as deemed necessary.

BEA/OWO reserves the right to adjust reporting requirements, upon mutual agreement with the subrecipient, if such adjustments are deemed necessary to meet program objectives.

System management requirements and reporting, the SNHS shall:

1. Develop and maintain effective financial systems for the planning and budgeting of funds in accordance with regulations and applicable OMB guidelines.
2. Utilize the JMS system at the time of registration/intake to avoid incomplete information and/or re-work and ensure that all Adult customer information is entered into the JMS system within a specified period in accordance with BEA/OWO policy and procedures.
3. Notify BEA/OWO in writing of any JMS case management system problems, or any other system management issues that may interfere with the subrecipient's ability to monitor and/or report on local performance in a timely manner.
4. Comply with all established reporting requirements, ensuring accurate and timely submissions.
5. Be responsible for maintaining adequate technology and internet access to ensure timely data entry in the Job Match Case Management System.

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EXHIBIT C

TERMS AND CONDITIONS OF PAYMENT

Agreement Period: **Effective upon Governor & Council Approval – June 30, 2026**

Contractor: **Southern NH Services (SNHS)**

This cost reimbursement Agreement for services between Southern NH Services and Department of Business and Economic Affairs, Office of Workforce Opportunity (BEA/OWO) will be for a **term effective upon Governor & Council Approval and terminating on June 30, 2026**, as approved by the Governor and Executive Council.

Total payments under this Agreement **shall not exceed $417,028.00** as reflected below and shall be expended consistent with the payment schedule.

1. Subject to SNHS's compliance with the terms and conditions of this Agreement, and for services provided consistent with the Scope of Services as outlined in Exhibit B and the RFP, BEA/OWO shall reimburse SNHS up to a maximum total payment of $417,028.00.

2. Payments for services under this Agreement are limited to reimbursement for actual expenses incurred in the fulfillment of this Agreement during the contract effective period. Reimbursement for expenses incurred after June 30, 2026 shall not be accepted for payment.

3. Line-item budgets shall be negotiated between the subrecipient and BEA/OWO.

4. Expenditures shall be in accordance with the approved line-item budget negotiated between SNHS and BEA/OWO. SNHS may amend the budget through line item increases, decreases or the creation of new line items only with prior written approval from BEA/OWO. Adjusted budgets shall not exceed the overall funding granted for the contract and shall not exceed the approved administration cost.

5. SNHS has a federally recognized negotiated indirect cost rate agreement with their cognizant agency, the United States Department of Health and Human Services; therefore, in accordance with 2 CFR 200.332(a)(4)(i), BEA/OWO accepts this indirect cost rate and any future indirect cost rate that may be federally recognized. (See also 2 CFR 200.414 Indirect (F&A) Costs and Appendix IV to Part 200 – Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations for more information.)

6. Invoice for services and related expenses shall be billed monthly. Invoices are due by the 30th of the month following the reporting month.
    a. At a minimum, all invoices shall be submitted in a format that includes the subrecipient's organization information, date of the invoice, due date, an invoice number, the services provided, the time period under which those services were provided, and the amount due.

7. WIOA does not require the use of accrual accounting; however, accrual reporting is required by the US Department of Labor and therefore accruals must be included on all invoices for reimbursement.

8. Reporting Administration Costs separate from Program Costs consistent with federal cash management policies and procedures.

9. An authorized representative of the subrecipient must sign request(s) for payment.

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10. Payments may be withheld pending receipt of required deliverables as defined in Exhibit B of this contract.

11. A final annual payment request shall be submitted no later than forty-five (45) days from June 30th for each program year. Failure to submit a complete, accurate and timely final invoice by this date could result in non-payment.

12. Request(s) for payment for services performed shall be payable to SNHS in accordance with the State of NH's 30-day statutory payment schedule.

Invoices shall be sent to:	Joseph.A.Doiron@livefree.nh.gov Office of Workforce Opportunity 100 N. Main Street Concord, NH 03301
Payment shall be made to:	Southern New Hampshire Services P.O. Box 5040 Manchester, NH 03108-5040

14. SNHS must have written authorization from BEA/OWO prior to using Agreement funds, to purchase any property or equipment with a cost in excess of $250 and with a useful life beyond one-year and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this Agreement for review upon request.

15. SNHS must maintain a fixed asset inventory system that clearly identifies all non-expendable property with a life expectancy of one year or more and a unit price of $250 or more, which is purchased or leased with grant funds, and in accordance with 2 CFR 200.313.

16. SNHS will be required to submit to BEA/OWO a complete property inventory report that identifies all property (defined as a unit cost of $250 or more) and equipment (defined as a unit cost of $5,000 or more) at the end of each program year.

17. SNHS shall maintain sufficient documentation on file in their offices to support invoice, funds, and make such documentation available for review by authorized BEA/OWO staff and/or its auditors.

18. SNHS shall report expenditures by program year and will be responsible for achieving the financial performance goal of 100% expenditure of total funds budgeted annually unless otherwise agreed to in writing by BEA/OWO.

19. BEA/OWO reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by BEA/OWO and/or the State of New Hampshire.

20. SNHS shall adhere to all fiscal management policies and procedures stipulated in the body of this Agreement, and all other applicable WIOA, federal, State and BEA/OWO cash management regulations and policies, including the USDOL requirement for accrual reporting.

21. SNHS is solely responsible for paying to BEA/OWO any disallowed costs associated with the misappropriation of federal funds, Disallowed costs may not be paid with federal funds, regardless of the funding source.

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22. BEA/OWO reserves the right to increase and/or decrease Agreement funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

23. SNHS's use of funds in this Agreement must be in accordance with any applicable Workforce Innovation and Opportunity Act (WIOA) program assurances.

24. SNHS is prohibited from using federal funds awarded under this Agreement for the following items and/or activities: automobiles; lobbying; real property and improvements; cost of interest payments; membership dues; professional license; annual professional dues or fees; finance charges, late fees or penalties; and depreciation charges. This is not intended to be an all-inclusive list. SNHS must review any proposed costs outside of the approved line item budget with BEA/OWO for final approval.

25. Notwithstanding anything to the contrary herein, the Subrecipient 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.

EXHIBIT D

CERTIFICATION REGARDING LOBBYING

The Subrecipient 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 LABOR - CONTRACTORS

Programs (indicate applicable program covered): **Title I Workforce Innovation and Opportunity Act (WIOA) Programs**

Agreement Period: **Effective upon Governor & Council Approval through** June 30, 2026

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.

Donnalee Lozeau, Chief Executive Officer

(Subrecipient Representative Signature) (Authorized Subrecipient Representative Name & Title)

Southern New Hampshire Services — May 25, 2023

(Subrecipient Name) (Date)

Subrecipient Initials DL

Date 5/25/23

EXHIBIT E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Subrecipient 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 Business and Economic Affairs (BEA) 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 BEA 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, BEA may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to B E A 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 BEA.
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," 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 Non-procurement List (of excluded parties).

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Date 5/25/23

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, BEA may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
   a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
   b. 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;
   c. 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 (I)(b) of this certification; and
   d. 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.
2. 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

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:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
(b) 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).

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.

Donnalee Lozeau — Donnalee Lozeau, Chief Executive Officer
(Subrecipient Representative Signature) — (Authorized Subrecipient Representative Name & Title)

Southern New Hampshire Services (SNHS) — May 25. 2023
(Subrecipient Name) — (Date)

Subrecipient Initials DL
Date 5/25/23

EXHIBIT F

CERTIFICATION REGARDING COMPLIANCE WITH SECTIONS 504 OF THE REHABILITATION ACT OF 1973, as AMENDED AND AMERICANS WITH DISABILITIES ACT OF 1990

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

The Subrecipient hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, and American's with Disabilities Act of 1990, as amended, and all requirements imposed by the applicable regulations (45 CFR Part 84) and guidelines and interpretations issued pursuant thereto.

Pursuant to subsection 84.5(a) of the regulations (45 CFR 84.5(a)), the Subrecipient gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, (except procurement contracts and contracts of insurance or guaranty), property, discounts, or other federal financial assistance extended by BEA/OWO after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance that were approved before such date. The Subrecipient recognizes and agrees that such federal financial assistance will be extended in reliance on the representation and agreements made in this Assurance and that the United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on the Contractor, its successors, transferees, and assignees, and the person or person whose signatures appear below are authorized to sign this Assurance on behalf of the recipient.

This Assurance obligates the recipient for the period during which federal financial assistance is extended to it by BEA/OWO or, where the assistance is in the form of real property. For the period provided for in subsection 84.5(b) of the regulation (45 CFR 84.5(b)).

Donnalee Lozeau, Chief Executive Officer
(Subrecipient Representative Signature) (Authorized Subrecipient Representative Name & Title)

Southern New Hampshire Services (SNHS) May 25, 2023
(Subrecipient Name) (Date)

Subrecipient Initials DL
Date 5/26/23

EXHIBIT G

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY ACT BUSINESS ASSOCIATE AGREEMENT

The Subrecipient 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 and164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Subrecipient and subcontractors and agents of the Subrecipient 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.

BUSINESS ASSOCIATE AGREEMENT

(1) **Definitions**.

a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.

b. "Business Associate" has the meaning given such term in section 160.103 of Tile 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.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 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

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information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

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, unreasonable, 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) 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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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.

a. 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

b. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit B of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

c. 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

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shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.

b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401, and Sec.13404.

c. 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.

d. 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) b and (3) k herein. The Covered Entity shall be considered a direct third-party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. 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.

f. 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.

g. 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.

h. 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.

i. 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.

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Date 5/25/23

j. 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.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity; all PHI received from or created or received by the Business Associate in connection with the Agreement and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to standard provision #10 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 G. 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, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit G, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

Subrecipient Initials DC
Date 5/25/23

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 and the HITECH Act.

e. Segregation. If any term or condition of this Exhibit G 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 G are declared severable.

f. Survival. Provisions in this Exhibit G regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

NH Department of Business and Economic Affairs	Southern New Hampshire Services (SNHS)
(State Agency Name)	(Subrecipient Name)
(Signature of Authorized Representative)	(Signature of Authorized Representative)
Taylor Caswell, Commissioner	Donnalee Lozeau, Chief Executive Officer
(Name of Authorized Representative)	(Name of Authorized Representative)
5/25/2023	May 25. 2023
(Date)	(Date)

EXHIBIT H

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $30,000 or more. If the initial award is below $30,000 but subsequent grant modifications result in a total award equal to or over $30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Business and Economic Affairs (BEA) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

1) Name of entity
2) Amount of award
3) Funding agency
4) NAICS code for contracts / CFDA program number for grants
5) Program source
6) Award title descriptive of the purpose of the funding action
7) Location of the entity
8) Principle place of performance
9) Unique identifier of the entity (UEI #)
10) Total compensation and names of the top five executives if:
    a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25 million annually; and
    b. 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 Subrecipient 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 Sub-award and Executive Compensation Information*), and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Subrecipient agrees to provide needed information as outlined above to the NH Department of Business and Economic Affairs and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Donnalee Lozeau, Chief Executive Officer
(Subrecipient Representative Signature) (Authorized Subrecipient Representative Name & Title)

Southern New Hampshire Services (SNHS) May 25, 2023
(Subrecipient Name) (Date)

Subrecipient Initials DL
Date 5/25/23

FORM A

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

1. The UEI number for your entity is: HLNJBCYDGVM3

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

   YES X NO _____

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?

   YES X NO _____

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:

Subrecipient Initials DC
Date 5/25/23

EXHIBIT I

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Subrecipient 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 executes the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF LABOR - 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. 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: NH Department of Business and Economic Affairs, Office of Workforce Opportunity, 100 North Main Street, Suite 100, Concord, NH 03301.

(A) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) 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;

(b) Establishing an ongoing drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) 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);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and
(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;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice

Subrecipient Initials DC

Date May 25 · 2023

EXHIBIT J

STATEMENT OF CONFIDENTIALITY

Every client has the right to privacy and confidentially of his or her record. Information contained in an individual's case record is designated confidential under state and federal law.

All staff and employees of the Department of Business and Economic Affairs, Office of Workforce Opportunity (BEA/OWO), including agencies under agreement with BEA/OWO, are under an equal obligation to treat as confidential any information they may acquire, by any means, about an applicant, a recipient or former recipient.

The fact that an individual is a current or past participant in any US Department of Labor funded program administered by BEA/OWO is considered confidential information. Information about a client may be shared among staff of BEA/OWO (or contract agency) only as is necessary for the administration of the program(s) from which the individual is receiving services.

No information is to be shared outside of BEA/OWO (or the contractor) with anyone except with the informed written authorization of the client or the person authorized to give consent on the client's behalf. Clients must be advised of the information that will be shared and the time period this sharing will take place.

The Subrecipient and BEA/OWO shall share information with one another that is related to the service(s) provided and administration of the program as described in the contract without an additional release.

Without a specific release, discussions cannot include mention of any client names or facts that would identify an individual. Information cannot be given over the phone unless it is given directly to the client or an individual whom the client has designated, in writing, to act in their behalf. This prohibition applies to police officers, legislators, lawyers and others who assert a need to know confidential information. All third parties must provide written authorization of the client to discuss or receive confidential information.

Breaches of confidentiality will be regarded as a serious offense and grounds for disciplinary action.

The Subrecipient agrees to ensure that a signed confidentiality form is placed in the personnel file of all staff funded with Workforce Innovation and Opportunity Act (WIOA) funds.

Donnalee Lozeau, Chief Executive Officer
(Subrecipient Representative Signature) (Authorized Subrecipient Representative Name & Title)

Southern New Hampshire Services (SNHS) May 25. 2023
(Subrecipient Name) (Date)

Subrecipient Initials DL

Date 5/25/23

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHERN NEW HAMPSHIRE SERVICES INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 28, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **65506**

Certificate Number: **0006209491**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of April A.D. 2023.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

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

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

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on October 25, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Donnalee Lozeau (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Southern New Hampshire Services to enter into contracts or agreements with the State
of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: 5/9/23

Signature of Elected Officer
Name: Orville Kerr
Title: SNHS Board Secretary

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/31/2023

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

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

PRODUCER
FIAI/Cross Insurance
1100 Elm Street
Manchester NH 03101

CONTACT NAME: Dianne Soto
PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331
E-MAIL ADDRESS: manch.certs@crossagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Ins Co	18058
INSURER B: Midwest Employers Casualty Corp	23612
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Southern NH Services Inc.
P.O. Box 5040
Manchester NH 03108

COVERAGES **CERTIFICATE NUMBER:** 23-24 All lines SNHS **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			PHPK2535524	04/01/2023	04/01/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			PHPK2535522	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB857270	04/01/2023	04/01/2024	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HCHS20230000534 (3a.) NH	01/01/2023	01/01/2024	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liability			PHPK2535524	04/01/2023	04/01/2024	Limit Aggregate	$1,000,000 $ 2,000,000

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

Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

NH Department of Business & Economic Affairs
100 North Main Street
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Financial Statements

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATES

COMBINED FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION FOR THE YEAR ENDED JULY 31, 2022

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATES

COMBINED FINANCIAL STATEMENTS
FOR THE YEAR ENDED JULY 31, 2022

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Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
STRATHAM

INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

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

Management is responsible for the accompanying combined financial statements of Southern New Hampshire Services, Inc. and Affiliates, which comprise the combined statement of financial position as of July 31, 2022, and the related combined statements of activities and functional expenses and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the combined financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any assurance on these combined financial statements.

Management has elected to omit substantially all the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the combined financial statements, they might influence the user's conclusions about the companies' financial position, results of operations / changes in net assets, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

The supplementary information contained in Schedules A, B and C is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management. The supplementary information was subject to our compilation engagement. We have not audited or reviewed the supplementary information and do not express an opinion, a conclusion, nor provide any assurance on such information.

Leone McDonnell & Roberts
Professional Association

Dover, New Hampshire
February 2, 2023

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATES

COMBINED STATEMENT OF FINANCIAL POSITION
JULY 31,2022

ASSETS

CURRENT ASSETS		
Cash	$	12,796,926
Investments		9,696,836
Contracts receivable		4,458,963
Accounts receivable		6,228
Prepaid expenses		309,219
Total current assets		27,268,172
PROPERTY		
Land		9,292,319
Buildings and improvements		83,880,879
Vehicles and equipment		2,425,402
Total property		95,598,600
Less accumulated depreciation		40,709,885
Property, net		54,888,715
OTHER ASSETS		
Restricted cash		5,986,808
Miscellaneous other assets		1,708
Total other assets		5,988,516
TOTAL ASSETS	$	88,145,403

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Current portion of long-term debt	$	184,795
Accounts payable		1,206,563
Accrued payroll and payroll taxes		1,678,480
Accrued compensated absences		407,125
Accrued other liabilities		767,029
Refundable advances		4,393,188
Over applied overhead		159,745
Tenant security deposits		400,961
Total current liabilities		9,197,886
NONCURRENT LIABILITIES		
Long term debt, less current portion		5,122,480
Capital advances		66,428,341
Total noncurrent liabilities		71,550,821
Total liabilities		80,748,707
NET ASSETS		
Net assets without donor restrictions		7,396,696
TOTAL LIABILITIES AND NET ASSETS	$	88,145,403

See Accompanying Independent Accountants' Compilation Report

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATES

COMBINED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JULY 31, 2022

REVENUES AND OTHER SUPPORT		
Grant and contract revenue	$	131,572,939
Program service fees		256,296
Local funding		162,140
Rental income		9,150,150
Gifts and contributions		375,231
Interest and dividend income		405,225
Unrealized loss on investments		(1,101,886)
Debt Forgiveness		900,000
Loss on sale of equipment		(27,975)
In-kind		992,197
Miscellaneous revenue		286,190
Total revenues and other support		142,970,507
EXPENSES		
Program services		
SNHS, Inc.		130,202,087
SNHS Management Corporation		2,458,985
Housing Corporations		8,721,887
Total program services		141,382,959
Supporting activities		
Management and general		1,977,716
Total expenses		143,360,675
CHANGE IN NET ASSETS		(390,168)
NET ASSETS, BEGINNING OF YEAR		7,786,864
NET ASSETS, END OF YEAR	$	7,396,696

See Accompanying Independent Accountants' Compilation Report

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATES

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

	SNHS, Inc.	SNHS Management Corporation	Housing Corporations	Total Program Services	Management and General	Total Expenses
EXPENSES						
Payroll	$ 12,012,193	$ 680,957	$ 1,427,683	$ 14,120,833	$ 1,258,823	$ 15,379,656
Payroll taxes	904,370	51,276	115,348	1,070,994	91,302	1,162,296
Fringe benefits	3,106,244	124,330	385,289	3,615,863	172,052	3,787,915
Worker's compensation insurance	155,486	12,763	53,637	221,886	4,964	226,850
Retirement benefits	823,400	51,873	83,056	958,329	123,402	1,081,731
Consultant and contractual	5,092,194	154,643	1,111,492	6,358,329	181,115	6,539,444
Travel and transportation	186,330	43,639	34,261	264,230	6,137	270,367
Conferences and meetings	19,746	36,679	-	56,425	2,276	58,701
Occupancy	1,624,879	653,118	2,249,235	4,527,232	44,863	4,572,095
Advertising	16,995	1,641	2,484	21,120	338	21,458
Supplies	774,790	22,434	38,082	835,306	44,635	879,941
Equipment rentals and maintenance	83,655	10,928	1,198,289	1,292,872	1,052	1,293,924
Insurance	108,245	46,929	206,249	361,423	16,931	378,354
Telephone	280,674	24,285	54,634	359,593	14,673	374,266
Postage	62,955	766	7,516	71,237	11,966	83,203
Printing and publications	23,252	1,477	-	24,729	-	24,729
Subscriptions	1,604	665	30,322	32,591	1,029	33,620
Program support	150,756	73,105	4,456	228,317	-	228,317
Interest	7,811	47,746	121,752	177,309	-	177,309
Depreciation and amortization	271,530	395,803	1,938,890	2,606,223	4,114	2,610,337
Assistance to clients	103,433,099	24,779	-	103,457,878	-	103,457,878
Other expense	372,184	7,175	313,219	692,578	1,539	694,117
Miscellaneous	64,668	66,702	20,545	151,915	209	152,124
In-kind	992,197	-	-	992,197	-	992,197
Subtotal	$ 130,569,257	$ 2,533,713	$ 9,396,439	$ 142,499,409	$ 1,981,420	$ 144,480,829
Eliminations	(367,170)	(74,728)	(674,552)	(1,116,450)	(3,704)	(1,120,154)
Total expenses	$ 130,202,087	$ 2,458,985	$ 8,721,887	$ 141,382,959	$ 1,977,716	$ 143,360,675

See Accompanying Independent Accountants' Compilation Report

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATES

COMBINED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JULY 31, 2022

CASH FLOWS FROM OPERATING ACTIVITIES	
Change in net assets	$ (390,168)
Adjustments to reconcile changes in net assets to net cash from operating activities:	
Depreciation and amortization	2,610,337
Loss on sale of equipment	27,975
Unrealized loss on investments	1,101,886
Debt forgiveness	(900,000)
Loss on construction	70,044
Decrease (increase) in assets:	
Contracts receivable	(1,000,014)
Accounts receivable	30,043
Prepaid expenses	(16,015)
Increase (decrease) in liabilities:	
Accounts payable	389,561
Accrued payroll and payroll taxes	460,105
Accrued compensated absences	(58,870)
Accrued other liabilities	26,448
Refundable advances	2,967,173
Over applied overhead	(19,931)
Tenant security deposits	10,928
NET CASH PROVIDED BY OPERATING ACTIVITIES	5,309,502
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchase of property	(1,103,536)
Proceeds from sale of property	45,428
Purchase of investments	(402,006)
NET CASH USED IN INVESTING ACTIVITIES	(1,460,114)
CASH FLOWS FROM FINANCING ACTIVITIES	
Payments on long-term debt	(460,603)
NET CASH USED IN FINANCING ACTIVITIES	(460,603)
NET INCREASE IN CASH AND RESTRICTED CASH	3,388,785
CASH AND RESTRICTED CASH, BEGINNING OF YEAR	15,394,949
CASH AND RESTRICTED CASH, END OF YEAR	$ 18,783,734
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMTION	
Cash paid during the year for interest	$ 121,752
CASH AND RESTRICTED CASH	
Cash	$ 12,796,926
Restricted cash	5,986,808
Total cash and restricted cash	$ 18,783,734

See Accompanying Independent Accountants' Compilation Report

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATES

COMBINING SCHEDULE OF FINANCIAL POSITION
JULY 31, 2022

	SNHS, Inc.	SNHS Management Corporation	Elimination	SNHS Sub-Total
ASSETS				
CURRENT ASSETS				
Cash	$ 936,692	$ 10,504,931	$ -	$ 11,441,623
Investments	-	9,696,836	-	9,696,836
Grants receivable	4,456,511	2,452	-	4,458,963
Accounts receivable	-	-	-	-
Prepaid expenses	71,614	57,596		129,210
Due from other corporations	6,883,413	(3,514,161)	(2,395,856)	973,396
Total current assets	12,348,230	16,747,654	(2,395,856)	26,700,028
PROPERTY				
Land	646,805	2,928,275	-	3,575,080
Buildings and improvements	2,535,854	11,400,371	-	13,936,225
Vehicles and equipment	1,275,872	194,745	-	1,470,617
Total property	4,458,531	14,523,391	-	18,981,922
Less accumulated depreciation	1,834,900	4,885,157	-	6,720,057
Property, net	2,623,631	9,638,234	-	12,261,865
OTHER ASSETS				
Restricted cash	30,521	481,445	-	511,966
Miscellaneous other assets	-	-	-	-
Total other assets	30,521	481,445	-	511,966
TOTAL ASSETS	$ 15,002,382	$ 26,867,333	$ (2,395,856)	$ 39,473,859
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Current portion of long-term debt	$ 19,185	$ 64,471	$ -	$ 83,656
Accounts payable	769,090	245,427	-	1,014,517
Accrued payroll and payroll taxes	258,248	1,387,920	-	1,646,168
Accrued compensated absences	-	407,125	-	407,125
Accrued other liabilities	62,349	-	-	62,349
Refundable advances	4,378,507	12,133	-	4,390,640
Over applied overhead	159,745	-	-	159,745
Tenant security deposits	30,486	65,271		95,757
Due to other corporations	2,455,141	(59,285)	(2,395,856)	-
Total current liabilities	8,132,751	2,123,062	(2,395,856)	7,859,957
NONCURRENT LIABILITIES				
Long term debt, less current portion	163,204	1,742,589	-	1,905,793
Capital advances	-	-	-	-
Total noncurrent liabilities	163,204	1,742,589	-	1,905,793
Total liabilities	8,295,955	3,865,651	(2,395,856)	9,765,750
NET ASSETS (DEFICIT)				
Net assets (deficit) without donor restrictions	6,706,427	23,001,682	-	29,708,109
TOTAL LIABILITIES AND NET ASSETS (DEFICIT)	$ 15,002,382	$ 26,867,333	$ (2,395,856)	$ 39,473,859

See Accompanying Independent Accountants' Compilation Report

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATES

COMBINING SCHEDULE OF FINANCIAL POSITION
JULY 31, 2022

	Rural Housing for the Elderly II Landing II	Rural Housing for the Elderly	SNHS Elderly Housing	Sundial Elderly Housing
ASSETS				
CURRENT ASSETS				
Cash	$ 81,121	$ 238,540	$ 39,362	$ 67,667
Investments	-	-	-	-
Grants receivable	-	-	-	-
Accounts receivable	-	4,147	666	1,415
Prepaid expenses	12,839	13,506	7,166	17,316
Due from other corporations	-	-	-	-
Total current assets	93,960	256,193	47,194	86,398
PROPERTY				
Land	16,498	269,667	112,896	342,450
Buildings and improvements	3,335,396	4,314,511	1,194,742	4,094,748
Vehicles and equipment	23,031	275,368	24,588	58,344
Total property	3,374,925	4,859,546	1,332,226	4,495,542
Less accumulated depreciation	1,789,268	3,414,870	890,963	2,638,810
Property, net	1,585,657	1,444,676	441,263	1,856,732
OTHER ASSETS				
Restricted cash	154,371	1,291,450	353,997	326,308
Miscellaneous other assets	-	-	-	-
Total other assets	154,371	1,291,450	353,997	326,308
TOTAL ASSETS	$ 1,833,988	$ 2,992,319	$ 842,454	$ 2,269,438
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Current portion of long-term debt	$ -	$ 74,005	$ 27,134	$ -
Accounts payable	9,873	17,954	7,723	10,490
Accrued payroll and payroll taxes	911	3,297	476	2,157
Accrued compensated absences	-	-	-	-
Accrued other liabilities	3,525	348,142	11,704	6,755
Refundable advances	-	2,507	-	41
Over applied overhead	-	-	-	-
Tenant security deposits	18,577	21,985	5,818	31,679
Due to other corporations	56,660	33,520	15,855	46,192
Total current liabilities	89,546	501,410	68,710	97,314
NONCURRENT LIABILITIES				
Long term debt, less current portion	-	1,768,044	998,643	-
Capital advances	3,167,200	-	-	4,081,600
Total noncurrent liabilities	3,167,200	1,768,044	998,643	4,081,600
Total liabilities	3,256,746	2,269,454	1,067,353	4,178,914
NET ASSETS (DEFICIT)				
Net assets (deficit) without donor restrictions	(1,422,758)	722,865	(224,899)	(1,909,476)
TOTAL LIABILITES AND NET ASSETS (DEFICIT)	$ 1,833,988	$ 2,992,319	$ 842,454	$ 2,269,438

See Accompanying Independent Accountants' Compilation Report

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATES

COMBINING SCHEDULE OF FINANCIAL POSITION
JULY 31, 2022

	SNHS Northwood Elderly Housing	SNHS Elderly Housing, VII	SNHS Elderly Housing, VII	SNHS Elderly Housing, VIIA
ASSETS				
CURRENT ASSETS				
Cash	$ 35,554	$ 65,499	$ 46,416	$ 56,084
Investments	-	-	-	-
Grants receivable	-	-	-	-
Accounts receivable	-	-	-	-
Prepaid expenses	8,540	6,474	3,291	2,304
Due from other corporations	-	-	-	-
Total current assets	44,094	71,973	49,707	58,388
PROPERTY				
Land	145,491	662,211	570,320	373,643
Buildings and improvements	3,476,506	4,457,221	2,648,121	2,165,510
Vehicles and equipment	27,734	31,908	23,324	41,562
Total property	3,649,731	5,151,340	3,241,765	2,580,715
Less accumulated depreciation	1,472,613	1,503,511	871,236	611,704
Property, net	2,177,118	3,647,829	2,370,529	1,969,011
OTHER ASSETS				
Restricted cash	141,248	197,236	189,782	91,934
Miscellaneous other assets	-	1,000	708	-
Total other assets	141,248	198,236	190,490	91,934
TOTAL ASSETS	$ 2,362,460	$ 3,918,038	$ 2,610,726	$ 2,119,333
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Current portion of long-term debt	$ -	$ -	$ -	$ -
Accounts payable	4,581	5,497	3,475	2,868
Accrued payroll and payroll taxes	1,677	1,301	768	582
Accrued compensated absences	-	-	-	-
Accrued other liabilities	10,038	26,531	74,456	7,426
Refundable advances	-	-	-	-
Over applied overhead	-	-	-	-
Tenant security deposits	14,045	12,999	7,642	6,235
Due to other corporations	61,766	20,420	15,037	13,069
Total current liabilities	92,107	66,748	101,378	30,180
NONCURRENT LIABILITIES				
Long term debt, less current portion	-	-	-	-
Capital advances	3,555,700	5,143,400	3,151,000	2,596,400
Total noncurrent liabilities	3,555,700	5,143,400	3,151,000	2,596,400
Total liabilities	3,647,807	5,210,148	3,252,378	2,626,580
NET ASSETS (DEFICIT)				
Net assets (deficit) without donor restrictions	(1,285,347)	(1,292,110)	(641,652)	(507,247)
TOTAL LIABILITIES AND NET ASSETS (DEFICIT)	$ 2,362,460	$ 3,918,038	$ 2,610,726	$ 2,119,333

See Accompanying Independent Accountants' Compilation Report

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATES

COMBINING SCHEDULE OF FINANCIAL POSITION
JULY 31, 2022

	SNHS Farmington Elderly Housing	SNHS Elderly Housing V	SNHS Elderly Housing II - Roberge	SNHS Elderly Housing III
ASSETS				
CURRENT ASSETS				
Cash	$ 62,343	$ 41,338	$ 34,428	$ 83,602
Investments	-	-	-	-
Grants receivable	-	-	-	-
Accounts receivable	-	-	-	-
Prepaid expenses	6,815	4,712	7,256	6,901
Due from other corporations	-	-	-	-
Total current assets	69,158	46,050	41,684	90,503
PROPERTY				
Land	302,385	150,000	196,264	314,076
Buildings and improvements	2,749,066	2,810,858	2,546,416	3,467,507
Vehicles and equipment	22,042	4,956	28,817	40,415
Total property	3,073,493	2,965,814	2,771,497	3,821,998
Less accumulated depreciation	1,750,916	1,174,940	1,735,172	2,007,741
Property, net	1,322,577	1,790,874	1,036,325	1,814,257
OTHER ASSETS				
Restricted cash	159,963	106,883	165,215	184,636
Miscellaneous other assets	-	-	-	-
Total other assets	159,963	106,883	165,215	184,636
TOTAL ASSETS	$ 1,551,698	$ 1,943,807	$ 1,243,224	$ 2,089,396
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Current portion of long-term debt	$ -	$ -	$ -	$ -
Accounts payable	17,886	7,069	8,236	5,989
Accrued payroll and payroll taxes	1,658	1,253	1,442	1,858
Accrued compensated absences	-	-	-	-
Accrued other liabilities	31,620	14,480	14,126	14,359
Refundable advances	-	-	-	-
Over applied overhead	-	-	-	-
Tenant security deposits	15,625	10,450	15,581	20,964
Due to other corporations	32,213	26,324	38,407	37,170
Total current liabilities	99,002	59,576	77,792	80,340
NONCURRENT LIABILITIES				
Long term debt, less current portion	-	-	-	-
Capital advances	2,827,000	2,948,700	2,485,859	3,522,500
Total noncurrent liabilities	2,827,000	2,948,700	2,485,859	3,522,500
Total liabilities	2,926,002	3,008,276	2,563,651	3,602,840
NET ASSETS (DEFICIT)				
Net assets (deficit) without donor restrictions	(1,374,304)	(1,064,469)	(1,320,427)	(1,513,444)
TOTAL LIABILITIES AND NET ASSETS (DEFICIT)	$ 1,551,698	$ 1,943,807	$ 1,243,224	$ 2,089,396

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SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATES

COMBINING SCHEDULE OF FINANCIAL POSITION
JULY 31, 2022

	SNHS Elderly Housing II - Chasse	Rural Housing for the Elderly II - Landing I	SNHS Elderly Housing IV	SNHS Raymond Elderly Housing
ASSETS				
CURRENT ASSETS				
Cash	$ 72,247	$ 93,309	$ 32,130	$ 25,646
Investments	-	-	-	-
Grants receivable	-	-	-	-
Accounts receivable	-	-	-	-
Prepaid expenses	6,655	9,736	13,187	7,231
Due from other corporations	-	-	-	-
Total current assets	78,902	103,045	45,317	32,877
PROPERTY				
Land	32,256	21,598	168,777	185,290
Buildings and improvements	3,012,550	2,539,167	4,347,738	1,776,071
Vehicles and equipment	23,819	18,948	27,153	28,534
Total property	3,068,625	2,579,713	4,543,668	1,989,895
Less accumulated depreciation	1,441,676	1,444,544	1,967,194	1,086,913
Property, net	1,626,949	1,135,169	2,576,474	902,982
OTHER ASSETS				
Restricted cash	108,289	195,920	78,708	211,254
Miscellaneous other assets	-	-	-	-
Total other assets	108,289	195,920	78,708	211,254
TOTAL ASSETS	$ 1,814,140	$ 1,434,134	$ 2,700,499	$ 1,147,113
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Current portion of long-term debt	$ -	$ -	$ -	$ -
Accounts payable	21,090	7,929	8,650	3,684
Accrued payroll and payroll taxes	1,765	783	1,917	1,287
Accrued compensated absences	-	-	-	-
Accrued other liabilities	14,438	3,529	5,335	7,743
Refundable advances	-	-	-	-
Over applied overhead	-	-	-	-
Tenant security deposits	16,403	14,108	17,186	8,653
Due to other corporations	37,447	44,850	53,920	94,853
Total current liabilities	91,143	71,199	87,008	116,220
NONCURRENT LIABILITIES				
Long term debt, less current portion	-	-	-	-
Capital advances	2,966,900	2,337,800	4,412,500	1,773,900
Total noncurrent liabilities	2,966,900	2,337,800	4,412,500	1,773,900
Total liabilities	3,058,043	2,408,999	4,499,508	1,890,120
NET ASSETS (DEFICIT)				
Net assets (deficit) without donor restrictions	(1,243,903)	(974,865)	(1,799,009)	(743,007)
TOTAL LIABILITIES AND NET ASSETS (DEFICIT)	$ 1,814,140	$ 1,434,134	$ 2,700,499	$ 1,147,113

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SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATES

COMBINING SCHEDULE OF FINANCIAL POSITION
JULY 31, 2022

	SNHS Pittsburg Elderly Housing	SNHS North Berwick Elderly Housing	SNHS Greenfield Elderly Housing	SNHS Ashland Elderly Housing
ASSETS				
CURRENT ASSETS				
Cash	$ 29,500	$ 36,701	$ 27,262	$ 34,783
Investments	-	-	-	-
Grants receivable	-	-	-	-
Accounts receivable	-	-	-	-
Prepaid expenses	3,600	6,953	5,218	8,660
Due from other corporations	-	-	-	-
Total current assets	33,100	43,654	32,480	43,443
PROPERTY				
Land	23,269	142,379	98,857	295,000
Buildings and improvements	1,646,803	2,016,766	1,994,386	3,053,258
Vehicles and equipment	10,819	35,339	26,382	41,482
Total property	1,680,891	2,194,484	2,119,625	3,389,740
Less accumulated depreciation	1,001,215	1,143,413	1,070,237	1,182,672
Property, net	679,676	1,051,071	1,049,388	2,207,068
OTHER ASSETS				
Restricted cash	142,478	194,811	237,523	354,138
Miscellaneous other assets	-	-	-	-
Total other assets	142,478	194,811	237,523	354,138
TOTAL ASSETS	$ 855,254	$ 1,289,536	$ 1,319,391	$ 2,604,649
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Current portion of long-term debt	$ -	$ -	$ -	$ -
Accounts payable	6,385	8,080	4,412	5,667
Accrued payroll and payroll taxes	1,662	1,257	1,041	1,132
Accrued compensated absences	-	-	-	-
Accrued other liabilities	9,114	3,439	12,670	10,213
Refundable advances	-	-	-	-
Over applied overhead	-	-	-	-
Tenant security deposits	7,810	9,574	7,055	10,004
Due to other corporations	96,328	66,557	30,711	19,192
Total current liabilities	121,299	88,907	55,889	46,208
NONCURRENT LIABILITIES				
Long term debt, less current portion	-	-	450,000	-
Capital advances	1,481,082	2,016,800	1,545,300	3,426,100
Total noncurrent liabilities	1,481,082	2,016,800	1,995,300	3,426,100
Total liabilities	1,602,381	2,105,707	2,051,189	3,472,308
NET ASSETS (DEFICIT)				
Net assets (deficit) without donor restrictions	(747,127)	(816,171)	(731,798)	(867,659)
TOTAL LIABILITIES AND NET ASSETS (DEFICIT)	$ 855,254	$ 1,289,536	$ 1,319,391	$ 2,604,649

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SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATES

COMBINING SCHEDULE OF FINANCIAL POSITION
JULY 31, 2022

	SNHS Elderly Housing VI	SNHS Elderly Housing VIII	SNHS Elderly Housing IX	SNHS Elderly Housing X
ASSETS				
CURRENT ASSETS				
Cash	$ 21,617	$ 36,818	$ 35,439	$ 16,069
Investments	-	-	-	-
Grants receivable	-	-	-	-
Accounts receivable	-	-	-	-
Prepaid expenses	4,105	5,699	3,428	4,004
Due from other corporations	-	-	-	-
Total current assets	25,722	42,517	38,867	20,073
PROPERTY				
Land	325,131	294,973	171,394	150,000
Buildings and improvements	2,571,210	2,260,199	2,346,597	2,347,246
Vehicles and equipment	32,038	19,078	16,920	23,554
Total property	2,928,379	2,574,250	2,534,911	2,520,800
Less accumulated depreciation	992,491	624,576	714,541	686,184
Property, net	1,935,888	1,949,674	1,820,370	1,834,616
OTHER ASSETS				
Restricted cash	86,603	79,681	115,175	143,919
Miscellaneous other assets	-	-	-	-
Total other assets	86,603	79,681	115,175	143,919
TOTAL ASSETS	$ 2,048,213	$ 2,071,872	$ 1,974,412	$ 1,998,608
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Current portion of long-term debt	$ -	$ -	$ -	$ -
Accounts payable	5,554	2,027	2,896	10,709
Accrued payroll and payroll taxes	772	450	450	666
Accrued compensated absences	-	-	-	-
Accrued other liabilities	21,970	8,536	8,997	8,344
Refundable advances	-	-	-	-
Over applied overhead	-	-	-	-
Tenant security deposits	7,026	6,001	6,532	5,876
Due to other corporations	41,568	17,162	17,145	19,719
Total current liabilities	76,890	34,176	36,020	45,314
NONCURRENT LIABILITIES				
Long term debt, less current portion	-	-	-	-
Capital advances	2,711,900	2,352,500	2,341,700	2,351,200
Total noncurrent liabilities	2,711,900	2,352,500	2,341,700	2,351,200
Total liabilities	2,788,790	2,386,676	2,377,720	2,396,514
NET ASSETS (DEFICIT)				
Net assets (deficit) without donor restrictions	(740,577)	(314,804)	(403,308)	(397,906)
TOTAL LIABLITIES AND NET ASSETS (DEFICIT)	$ 2,048,213	$ 2,071,872	$ 1,974,412	$ 1,998,608

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SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATES

COMBINING SCHEDULE OF FINANCIAL POSITION
JULY 31, 2022

	SNHS Elderly Housing XI	Sub-Total	Elimination	Totals
ASSETS				
CURRENT ASSETS				
Cash	$ 41,828	$ 12,796,926	$ -	$ 12,796,926
Investments	-	9,696,836	-	9,696,836
Grants receivable	-	4,458,963	-	4,458,963
Accounts receivable	-	6,228	-	6,228
Prepaid expenses	4,413	309,219	-	309,219
Due from other corporations	-	973,396	(973,396)	-
Total current assets	46,241	28,241,568	(973,396)	27,268,172
PROPERTY				
Land	352,414	9,292,319	-	9,292,319
Buildings and improvements	2,772,061	83,880,879	-	83,880,879
Vehicles and equipment	48,630	2,425,402	-	2,425,402
Total property	3,173,105	95,598,600	-	95,598,600
Less accumulated depreciation	772,428	40,709,885	-	40,709,885
Property, net	2,400,677	54,888,715	-	54,888,715
OTHER ASSETS				
Restricted cash	163,320	5,986,808	-	5,986,808
Miscellaneous other assets	-	1,708	-	1,708
Total other assets	163,320	5,988,516	-	5,988,516
TOTAL ASSETS	$ 2,610,238	$ 89,118,799	$ (973,396)	$ 88,145,403
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Current portion of long-term debt	$ -	$ 184,795	$ -	$ 184,795
Accounts payable	3,322	1,206,563	-	1,206,563
Accrued payroll and payroll taxes	1,750	1,678,480	-	1,678,480
Accrued compensated absences	-	407,125	-	407,125
Accrued other liabilities	27,190	767,029	-	767,029
Refundable advances	-	4,393,188	-	4,393,188
Over applied overhead	-	159,745	-	159,745
Tenant security deposits	7,376	400,961	-	400,961
Due to other corporations	37,311	973,396	(973,396)	-
Total current liabilities	76,949	10,171,282	(973,396)	9,197,886
NONCURRENT LIABILITIES				
Long term debt, less current portion	-	5,122,480	-	5,122,480
Capital advances	3,231,300	66,428,341	-	66,428,341
Total noncurrent liabilities	3,231,300	71,550,821	-	71,550,821
Total liabilities	3,308,249	81,722,103	(973,396)	80,748,707
NET ASSETS (DEFICIT)				
Net assets (deficit) without donor restrictions	(698,011)	7,396,696	-	7,396,696
TOTAL LIABILITIES AND NET ASSETS (DEFICIT)	$ 2,610,238	$ 89,118,799	$ (973,396)	$ 88,145,403

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SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATES

COMBINING SCHEDULE OF ACTIVITIES
FOR THE YEAR ENDED JULY 31, 2022

	SNHS, Inc.	SNHS Management Corporation	Elimination	SNHS Sub-Total
REVENUES AND OTHER SUPPORT				
Grant and contract revenue	$ 131,572,939	$ -	$ -	$ 131,572,939
Program service fees	304,206	850,507	(223,865)	930,848
Local funding	-	162,140	-	162,140
Rental income	-	1,470,525	(221,737)	1,248,788
Gifts and contributions	269,675	105,556	-	375,231
Interest and dividend income	95	403,135	-	403,230
Unrealized loss on investments	-	(1,101,886)	-	(1,101,886)
Debt Forgiveness	-	900,000	-	900,000
Gain (loss) on sale of equipment	(2,813)	11,358	-	8,545
In-kind	992,197	-	-	992,197
Miscellaneous revenue	132,760	29,669	-	162,429
Total revenues and other support	133,269,059	2,831,004	(445,602)	135,654,461
EXPENSES				
Program services				
SNHS, Inc	130,569,257	-	(367,170)	130,202,087
SNHS Management Corporation	-	2,533,713	(74,728)	2,458,985
Housing Corporations	-	-	-	-
Total program services	130,569,257	2,533,713	(441,898)	132,661,072
Supporting services				
Management and general	1,981,420	-	(3,704)	1,977,716
Total expenses	132,550,677	2,533,713	(445,602)	134,638,788
CHANGE IN NET ASSETS (DEFICIT)	718,382	297,291	-	1,015,673
NET ASSETS (DEFICIT), BEGINNING OF YEAR	5,988,045	22,704,391	-	28,692,436
NET ASSETS (DEFICIT), END OF YEAR	$ 6,706,427	$ 23,001,682	$ -	$ 29,708,109

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SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATES

COMBINING SCHEDULE OF ACTIVITIES
FOR THE YEAR ENDED JULY 31, 2022

	Rural Housing for the Elderly II Landing II	Rural Housing for the Elderly	SNHS Elderly Housing	Sundial Elderly Housing
REVENUES AND OTHER SUPPORT				
Grant and contract revenue	$ -	$ -	$ -	$ -
Program service fees	-	-	-	-
Local funding	-	-	-	-
Rental income	352,703	1,039,651	316,012	565,763
Gifts and contributions	-	-	-	-
Interest and dividend income	31	495	106	50
Unrealized loss on investments	-	-	-	-
Debt Forgiveness	-	-	-	-
Gain (loss) on sale of equipment	-	-	-	-
In-kind	-	-	-	-
Miscellaneous revenue	6,360	23,145	1,535	5,915
Total revenues and other support	359,094	1,063,291	317,653	571,728
EXPENSES				
Program services				
SNHS, Inc	-	-	-	-
SNHS Management Corporation	-	-	-	-
Housing Corporations	427,601	875,279	304,595	664,265
Total program services	427,601	875,279	304,595	664,265
Supporting services				
Management and general	-	-	-	-
Total expenses	427,601	875,279	304,595	664,265
CHANGE IN NET ASSETS (DEFICIT)	(68,507)	188,012	13,058	(92,537)
NET ASSETS (DEFICIT), BEGINNING OF YEAR	(1,354,251)	534,853	(237,957)	(1,816,939)
NET ASSETS (DEFICIT), END OF YEAR	$ (1,422,758)	$ 722,865	$ (224,899)	$ (1,909,476)

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SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATES

COMBINING SCHEDULE OF ACTIVITIES
FOR THE YEAR ENDED JULY 31, 2022

	SNHS Northwood Elderly Housing	SNHS Elderly Housing, VII	SNHS Elderly Housing, VII	SNHS Elderly Housing, VIIA
REVENUES AND OTHER SUPPORT				
Grant and contract revenue	$ -	$ -	$ -	$ -
Program service fees	-	-	-	-
Local funding	-	-	-	-
Rental income	268,793	277,424	198,649	171,561
Gifts and contributions	-	-	-	-
Interest and dividend income	80	129	107	91
Unrealized loss on investments	-	-	-	-
Debt Forgiveness	-	-	-	-
Gain (loss) on sale of equipment	(6,199)	-	-	-
In-kind	-	-	-	-
Miscellaneous revenue	3,455	5,695	2,496	2,005
Total revenues and other support	266,129	283,248	201,252	173,657
EXPENSES				
Program services				
SNHS, Inc	-	-	-	-
SNHS Management Corporation	-	-	-	-
Housing Corporations	391,418	352,706	300,197	258,452
Total program services	391,418	352,706	300,197	258,452
Supporting services				
Management and general	-	-	-	-
Total expenses	391,418	352,706	300,197	258,452
CHANGE IN NET ASSETS (DEFICIT)	(125,289)	(69,458)	(98,945)	(84,795)
NET ASSETS (DEFICIT), BEGINNING OF YEAR	(1,160,058)	(1,222,652)	(542,707)	(422,452)
NET ASSETS (DEFICIT), END OF YEAR	$ (1,285,347)	$ (1,292,110)	$ (641,652)	$ (507,247)

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SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATES

COMBINING SCHEDULE OF ACTIVITIES
FOR THE YEAR ENDED JULY 31, 2022

	SNHS Farmington Elderly Housing	SNHS Elderly Housing V	SNHS Elderly Housing II - Roberge	SNHS Elderly Housing III
REVENUES AND OTHER SUPPORT				
Grant and contract revenue	$ -	$ -	$ -	$ -
Program service fees	-	-	-	-
Local funding	-	-	-	-
Rental income	344,702	250,456	375,000	475,240
Gifts and contributions	-	-	-	-
Interest and dividend income	29	71	25	28
Unrealized loss on investments	-	-	-	-
Debt Forgiveness	-	-	-	-
Gain (loss) on sale of equipment	-	-	(10,045)	(8,398)
In-kind	-	-	-	-
Miscellaneous revenue	3,992	4,311	4,527	5,165
Total revenues and other support	348,723	254,838	369,507	472,035
EXPENSES				
Program services				
SNHS, Inc	-	-	-	-
SNHS Management Corporation	-	-	-	-
Housing Corporations	408,270	318,693	415,139	509,768
Total program services	408,270	318,693	415,139	509,768
Supporting services				
Management and general	-	-	-	-
Total expenses	408,270	318,693	415,139	509,768
CHANGE IN NET ASSETS (DEFICIT)	(59,547)	(63,855)	(45,632)	(37,733)
NET ASSETS (DEFICIT), BEGINNING OF YEAR	(1,314,757)	(1,000,614)	(1,274,795)	(1,475,711)
NET ASSETS (DEFICIT), END OF YEAR	$ (1,374,304)	$ (1,064,469)	$ (1,320,427)	$ (1,513,444)

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SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATES

COMBINING SCHEDULE OF ACTIVITIES
FOR THE YEAR ENDED JULY 31, 2022

	SNHS Elderly Housing II - Chasse	Rural Housing for the Elderly II - Landing I	SNHS Elderly Housing IV	SNHS Raymond Elderly Housing
REVENUES AND OTHER SUPPORT				
Grant and contract revenue	$ -	$ -	$ -	$ -
Program service fees	-	-	-	-
Local funding	-	-	-	-
Rental income	364,460	307,975	362,544	255,121
Gifts and contributions	-	-	-	-
Interest and dividend income	75	43	59	29
Unrealized loss on investments	-	-	-	-
Debt Forgiveness	-	-	-	-
Gain (loss) on sale of equipment	(3,109)	-	-	-
In-kind	-	-	-	-
Miscellaneous revenue	3,933	3,500	4,435	3,275
Total revenues and other support	365,359	311,518	367,038	258,425
EXPENSES				
Program services				
SNHS, Inc	-	-	-	-
SNHS Management Corporation	-	-	-	-
Housing Corporations	407,564	373,141	507,779	303,039
Total program services	407,564	373,141	507,779	303,039
Supporting services				
Management and general	-	-	-	-
Total expenses	407,564	373,141	507,779	303,039
CHANGE IN NET ASSETS (DEFICIT)	(42,205)	(61,623)	(140,741)	(44,614)
NET ASSETS (DEFICIT), BEGINNING OF YEAR	(1,201,698)	(913,242)	(1,658,268)	(698,393)
NET ASSETS (DEFICIT), END OF YEAR	$ (1,243,903)	$ (974,865)	$ (1,799,009)	$ (743,007)

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SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATES

COMBINING SCHEDULE OF ACTIVITIES
FOR THE YEAR ENDED JULY 31, 2022

	SNHS Pittsburg Elderly Housing	SNHS North Berwick Elderly Housing	SNHS Greenfield Elderly Housing	SNHS Ashland Elderly Housing
REVENUES AND OTHER SUPPORT				
Grant and contract revenue	$ -	$ -	$ -	$ -
Program service fees	-	-	-	-
Local funding	-	-	-	-
Rental income	282,975	269,661	253,245	243,940
Gifts and contributions	-	-	-	-
Interest and dividend income	27	41	50	57
Unrealized loss on investments	-	-	-	-
Debt Forgiveness	-	-	-	-
Gain (loss) on sale of equipment	-	(8,278)	(491)	-
In-kind	-	-	-	-
Miscellaneous revenue	20,302	2,560	2,255	2,818
Total revenues and other support	303,304	263,984	255,059	246,815
EXPENSES				
Program services				
SNHS, Inc	-	-	-	-
SNHS Management Corporation	-	-	-	-
Housing Corporations	320,221	356,508	299,531	313,407
Total program services	320,221	356,508	299,531	313,407
Supporting services				
Management and general	-	-	-	-
Total expenses	320,221	356,508	299,531	313,407
CHANGE IN NET ASSETS (DEFICIT)	(16,917)	(92,524)	(44,472)	(66,592)
NET ASSETS (DEFICIT), BEGINNING OF YEAR	(730,210)	(723,647)	(687,326)	(801,067)
NET ASSETS (DEFICIT), END OF YEAR	$ (747,127)	$ (816,171)	$ (731,798)	$ (867,659)

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SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATES

COMBINING SCHEDULE OF ACTIVITIES
FOR THE YEAR ENDED JULY 31, 2022

	SNHS Elderly Housing VI	SNHS Elderly Housing VIII	SNHS Elderly Housing IX	SNHS Elderly Housing X
REVENUES AND OTHER SUPPORT				
Grant and contract revenue	$ -	$ -	$ -	$ -
Program service fees	-	-	-	-
Local funding	-	-	-	-
Rental income	188,578	163,635	171,947	178,640
Gifts and contributions	-	-	-	-
Interest and dividend income	54	53	70	78
Unrealized loss on investments	-	-	-	-
Debt Forgiveness	-	-	-	-
Gain (loss) on sale of equipment	-	-	-	-
In-kind	-	-	-	-
Miscellaneous revenue	2,961	2,609	1,955	2,062
Total revenues and other support	191,593	166,297	173,972	180,780
EXPENSES				
Program services				
SNHS, Inc	-	-	-	-
SNHS Management Corporation	-	-	-	-
Housing Corporations	284,505	207,778	224,995	233,821
Total program services	284,505	207,778	224,995	233,821
Supporting services				
Management and general	-	-	-	-
Total expenses	284,505	207,778	224,995	233,821
CHANGE IN NET ASSETS (DEFICIT)	(92,912)	(41,481)	(51,023)	(53,041)
NET ASSETS (DEFICIT), BEGINNING OF YEAR	(647,665)	(273,323)	(352,285)	(344,865)
NET ASSETS (DEFICIT), END OF YEAR	$ (740,577)	$ (314,804)	$ (403,308)	$ (397,906)

See Accompanying Independent Accountants' Compilation Report

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATES

COMBINING SCHEDULE OF ACTIVITIES
FOR THE YEAR ENDED JULY 31, 2022

	SNHS Elderly Housing XI	Sub-Total	Elimination	Totals
REVENUES AND OTHER SUPPORT				
Grant and contract revenue	$ -	$ 131,572,939	$ -	$ 131,572,939
Program service fees	-	930,848	(674,552)	256,296
Local funding	-	162,140	-	162,140
Rental income	222,687	9,150,150	-	9,150,150
Gifts and contributions	-	375,231	-	375,231
Interest and dividend income	117	405,225	-	405,225
Unrealized loss on investments	-	(1,101,886)	-	(1,101,886)
Debt Forgiveness	-	900,000	-	900,000
Gain (loss) on sale of equipment	-	(27,975)	-	(27,975)
In-kind	-	992,197	-	992,197
Miscellaneous revenue	2,495	286,190	-	286,190
Total revenues and other support	225,299	143,645,059	(674,552)	142,970,507
EXPENSES				
Program services				
SNHS, Inc	-	130,202,087	-	130,202,087
SNHS Management Corporation	-	2,458,985	-	2,458,985
Housing Corporations	337,767	9,396,439	(674,552)	8,721,887
Total program services	337,767	142,057,511	(674,552)	141,382,959
Supporting services				
Management and general	-	1,977,716	-	1,977,716
Total expenses	337,767	144,035,227	(674,552)	143,360,675
CHANGE IN NET ASSETS (DEFICIT)	(112,468)	(390,168)	-	(390,168)
NET ASSETS (DEFICIT), BEGINNING OF YEAR	(585,543)	7,786,864	-	7,786,864
NET ASSETS (DEFICIT), END OF YEAR	$ (698,011)	$ 7,396,696	$ -	$ 7,396,696

See Accompanying Independent Accountants' Compilation Report

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATES

COMBINING SCHEDULE OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JULY 31, 2022

	Rural Housing for the Elderly II Landing II	Rural Housing for the Elderly	SNHS Elderly Housing	Sundial Elderly Housing	SNHS Northwood Elderly Housing	SNHS Elderly Housing, VII	SNHS Elderly Housing, VII
EXPENSES							
Payroll	$ 43,953	$ 132,023	$ 41,790	$ 91,928	$ 69,703	$ 36,662	$ 31,987
Payroll taxes	3,507	10,826	3,497	7,636	5,642	3,034	2,659
Fringe benefits	13,595	16,717	11,716	17,776	11,540	6,854	5,917
Worker's compensation insurance	1,726	4,441	1,256	3,582	2,720	1,426	1,215
Retirement benefits	-	3,931	2,210	4,006	3,067	1,601	1,472
Consultant and contractual	56,555	108,378	36,031	86,345	59,288	56,237	36,981
Travel and transportation	148	2,098	529	1,265	3,685	725	477
Occupancy	112,655	239,915	61,757	181,634	63,246	72,524	52,995
Advertising	71	427	-	171	13	50	-
Supplies	4,503	4,294	532	7,773	3,001	912	286
Equipment rentals and maintenance	68,505	103,260	40,540	95,814	58,371	37,747	30,357
Insurance	9,579	29,208	10,395	15,218	9,439	7,487	3,538
Telephone	2,299	3,073	559	3,269	2,072	1,035	670
Postage	769	373	312	725	305	138	72
Subscriptions	1,588	2,155	822	2,155	1,274	1,397	822
Program support	-	1,866	-	1,174	252	-	-
Interest	-	76,741	45,011	-	-	-	-
Depreciation and amortization	89,632	91,656	46,014	113,353	97,580	117,453	76,322
Other expense	18,516	25,661	1,468	30,334	220	7,424	54,427
Miscellaneous	-	18,236	156	107	-	-	-
Total expenses	$ 427,601	$ 875,279	$ 304,595	$ 664,265	$ 391,418	$ 352,706	$ 300,197

See Accompanying Independent Accountants' Compilation Report

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATES

COMBINING SCHEDULE OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JULY 31, 2022

	SNHS Elderly Housing, VIIA	SNHS Farmington Elderly Housing	SNHS Elderly Housing V	SNHS Elderly Housing II - Roberge	SNHS Elderly Housing III	SNHS Elderly Housing II - Chasse	Rural Housing for the Elderly II - Landing I
EXPENSES							
Payroll	$ 31,105	$ 64,182	$ 57,030	$ 75,711	$ 94,256	$ 64,989	$ 35,872
Payroll taxes	2,590	5,479	4,266	6,052	7,513	5,240	2,853
Fringe benefits	5,645	8,326	20,490	23,614	27,887	19,303	11,041
Worker's compensation insurance	1,175	2,352	2,267	2,904	3,587	2,448	1,426
Retirement benefits	1,442	6,526	5,758	6,134	7,679	4,123	-
Consultant and contractual	26,486	54,055	34,933	47,374	61,813	45,301	43,999
Travel and transportation	397	115	613	1,082	1,281	700	130
Occupancy	43,025	100,892	72,350	104,079	127,129	111,749	104,083
Advertising	-	-	-	298	223	223	71
Supplies	179	951	404	621	541	1,118	1,191
Equipment rentals and maintenance	18,866	60,883	45,144	52,009	57,931	59,941	52,686
Insurance	2,765	8,814	6,122	10,183	11,734	10,257	7,728
Telephone	581	1,613	1,690	1,541	1,313	1,511	2,508
Postage	59	93	151	443	558	511	194
Subscriptions	688	1,416	1,151	1,519	1,899	1,450	1,244
Program support	-	-	-	-	299	-	-
Interest	-	-	-	-	-	-	-
Depreciation and amortization	67,665	72,656	71,658	77,590	103,887	78,530	67,641
Other expense	55,784	19,059	(5,334)	3,971	231	170	40,467
Miscellaneous	-	858	-	14	7	-	7
Total expenses	$ 258,452	$ 408,270	$ 318,693	$ 415,139	$ 509,768	$ 407,564	$ 373,141

See Accompanying Independent Accountants' Compilation Report

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATES

COMBINING SCHEDULE OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JULY 31, 2022

	SNHS Elderly Housing IV	SNHS Raymond Elderly Housing	SNHS Pittsburg Elderly Housing	SNHS North Berwick Elderly Housing	SNHS Greenfield Elderly Housing	SNHS Ashland Elderly Housing	SNHS Elderly Housing VI
EXPENSES							
Payroll	$ 82,504	$ 57,852	$ 67,497	$ 62,526	$ 43,014	$ 55,302	$ 37,580
Payroll taxes	6,140	4,748	5,412	5,013	3,682	4,405	2,990
Fringe benefits	31,767	15,133	26,488	20,071	12,659	17,872	12,154
Worker's compensation insurance	2,906	2,152	2,570	2,551	1,953	1,991	1,363
Retirement benefits	5,599	5,828	5,479	2,719	1,241	3,196	2,197
Consultant and contractual	61,412	37,314	27,110	39,279	30,414	34,735	29,533
Travel and transportation	752	1,259	2,657	1,220	948	4,296	2,954
Occupancy	113,238	70,848	77,030	82,513	85,100	73,156	68,936
Advertising	71	75	-	223	-	128	78
Supplies	4,898	215	507	732	409	774	746
Equipment rentals and maintenance	60,233	38,707	54,661	72,445	43,784	24,169	33,597
Insurance	14,988	5,553	5,248	84	6,499	8,196	4,896
Telephone	2,701	2,820	2,678	3,267	3,384	2,325	2,355
Postage	494	379	273	419	210	159	175
Subscriptions	1,485	1,236	986	1,232	986	1,151	780
Program support	125	-	-	-	-	362	63
Interest	-	-	-	-	-	-	-
Depreciation and amortization	118,343	48,246	41,388	61,991	54,009	81,082	74,003
Other expense	123	10,332	237	223	10,421	108	10,105
Miscellaneous	-	342	-	-	818	-	-
Total expenses	$ 507,779	$ 303,039	$ 320,221	$ 356,508	$ 299,531	$ 313,407	$ 284,505

See Accompanying Independent Accountants' Compilation Report

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATES

COMBINING SCHEDULE OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JULY 31, 2022

	SNHS Elderly Housing VIII	SNHS Elderly Housing IX	SNHS Elderly Housing X	SNHS Elderly Housing XI	Total Housing Corporations
EXPENSES					
Payroll	$ 28,370	$ 23,768	$ 29,420	$ 68,659	$ 1,427,683
Payroll taxes	2,324	1,956	2,413	5,471	115,348
Fringe benefits	9,022	8,010	9,708	21,984	385,289
Worker's compensation insurance	1,069	832	1,113	2,612	53,637
Retirement benefits	1,399	1,399	1,941	4,109	83,056
Consultant and contractual	20,440	29,847	24,442	23,190	1,111,492
Travel and transportation	1,515	1,320	2,019	2,076	34,261
Occupancy	52,371	59,342	58,721	59,947	2,249,235
Advertising	103	78	78	103	2,484
Supplies	564	221	180	2,530	38,082
Equipment rentals and maintenance	18,064	18,513	24,645	27,417	1,198,289
Insurance	4,622	3,865	4,164	5,667	206,249
Telephone	2,908	2,837	3,629	1,996	54,634
Postage	170	180	181	173	7,516
Subscriptions	688	688	688	822	30,322
Program support	42	42	42	189	4,456
Interest	-	-	-	-	121,752
Depreciation and amortization	61,531	71,995	70,346	84,319	1,938,890
Other expense	2,576	102	91	26,503	313,219
Miscellaneous	-	-	-	-	20,545
Total expenses	$ 207,778	$ 224,995	$ 233,821	$ 337,767	$ 9,396,439

See Accompanying Independent Accountants' Compilation Report

Southern New Hampshire Services, Inc.
Board of Directors
May 2023

Senator Lou D'Allesandro, Chairman
Dr. Kevin Moriarty, Vice Chairman
Thomas Mullins, Esq., Treasurer
Orville Kerr, Secretary
Representative Sherm Packard
Commissioner Toni Pappas
James Brown
Molliy Driver
Carrie Marshall Gross
Anna Hamel
Bonnie Henault
Wanda Kennerson
Kathleen Mackin
German Ortiz
Peter Ramsey

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
The Community Action Partnership serving Hillsborough and Rockingham Counties
Mailing Address: PO Box 5040, Manchester, NH 03108
40 Pine Street, Manchester, NH 03013
Telephone: (603) 668-8010 FAX: (603) 645-6734

List of Key Administrative Personnel
May 2023

Title	Name	Annual Salary	Percentage	Amount
Executive Director	Donnalee Lozeau	$207,735	0.00%	0
Deputy Director	Ryan Clouthier	$129,511	0.00%	0
Chief Financial Officer	James Chaisson	$145,200	0.00%	0

DONNALEE LOZEAU

Community/Civic Involvement- Current

- NH Community Action Partnership
- HB4 Cliff Effect Working Group, Co-chair
- Governor's Office for Emergency Relief and Recovery Stakeholders Advisory Board, Chair
- Whole Family Approach to Jobs NH Chapter, Co-chair
- St. Joseph Hospital Board of Directors, Quality Council Chair
- St. Mary's Bank Supervisory Committee, Chair
- NH Healthy Families Board of Directors
- Mary's House Advisory Board
- The Plus Company
- NH Tomorrow Leadership Council
- Community College System of NH s
- American Council of Young Political Leaders, Alumni Member
- State Workforce Innovation Board

Community/Civic Involvement– Past

- Reaching Higher NH
- NH Center for Public Policies Studies
- Governor's Judicial Selection Commission
- Big Brothers Big Sisters Board of Directors, Past President
- Greater Nashua Dental Connection BOD, Founding Member
- Great American Downtown, Founding Member
- Domestic Violence Coordinating Council Nashua
- US Conference of Mayors
- No Labels
- Fix the Debt
- NH Center for Public Policy Studies
- Greater Nashua Chamber of Commerce, Director
- Greater Nashua Workforce Housing Coalition, Founding Member

EXPERIENCE

Southern New Hampshire Services, Inc. (www.SNHS.org) Manchester, NH (January 2016-Present)

Chief Executive Officer

- Development and oversight of Community Action Partnership serving NH's two largest counties, Hillsborough and Rockingham
- Cooperation and engagement with local, state and federal agencies and organizations on issues and programs that intersect with the Community Action Mission
- Work to fundamentally enhance the delivery of service to targeted community to wrap services around clients and streamline the application process by implementing the Whole Family Approach

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

- Full time overall day to day management and operations of 2nd largest city in the state of NH with development and implementation of $245 million dollar (2016) annual budget
- Worked with elected boards including Board of Aldermen; Public Works; Board of Education and others to prioritize and balance budget requirements and the needs of the community
- Chaired Board of Public Works and the Finance Committee
- Successfully negotiated the City's purchase of the publicly traded water company (Pennichuck) after a prolonged case before the NHPUC and the NH Supreme Court

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

Director of Program and Community Development

- Assessed the need for services throughout Hillsborough County through community outreach by developing partnerships, collaborations and new initiatives with service providers and businesses
- Negotiated purchases and contracts and presented projects before local boards, commissions and departments relative to housing, support services and economic development
- Designed and implemented strategies for developing working relationships with town and city officials, local service providers and appropriate private sector officials in order to project a positive image of Southern New Hampshire Services, Inc.
- Founded Mary's House 40 units of housing for homeless women and developed 219 units of Elderly Housing
- Pioneered initiatives for the Community Corrections and Academy Programs
- Expanded Head Start Services and developed the program and secured the site for Economic Opportunity Center

Past Community/Civic Involvement Continued

- Greater Nashua Asset Building Coalition, Founding Member
- New Hampshire Charitable Foundation State Board, Member
- Eagle Board of Review

Education and Training

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

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

Deputy Speaker of the NH House of Representatives (1996 – 2000)

- Addressed constituent concerns
- Assisted Non-Profit organizations and local businesses with governmental concerns and steering legislation through the political process by working with members and leadership in the NH House of Representatives and the NH Senate and representatives of the Executive and Judicial branches
- Managed floor debates and supervised House Calendar content
- Responsible for functions of the House on behalf of or in the absence of the Speaker

Committee Assignments:

- House Rules Committee, Vice Chairman
- House Legislative Administration Committee
- Joint Facilities Committee
- New Member Orientation, Chair
- House Corrections and Criminal Justice Committee, Vice Chairman
- House Judiciary Committee
- Criminal Justice Sub-Committee, Chairman
- State and Federal Relations Committee

Appointments:

- Joint Legislative Performance Audit and Oversight Committee
- Juvenile Justice Commission, Chairman
- Supreme Court Guardian Ad Litem Committee
- Superior Court Alternative Dispute Resolution Committee
- Work Force Opportunity Council
- Interbranch Criminal and Juvenile Justice Council
  - Subcommittee on Offenders, Chairman
  - Space and Prison Programming
  - Juveniles Subcommittee, Co-Chair
- National Conference of State Legislatures Law and Justice. Vice Chair
- Council of State Governments Intergovernmental Affairs, Corrections and Public Safety

City Streets Restaurant, (1986-1991)
City Streets Diner, (2000 – 2003) Nashua, NH Co-Owner/Operator

- Operated 450 seat restaurant and banquet facility and effectively managed financial accounts, staff and licensing requirements

RYAN CLOUTHIER

OBJECTIVE

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

EXPERIENCE

Chief Operating Officer| Southern New Hampshire Services Inc.
FEB. 2018-PRESENT
Serving as part of the Executive Management Team and is responsible for providing inspiring leadership to the Southern New Hampshire Services (SNHS) senior management team and developing a performance culture to ensure the effective management of a comprehensive array of over sixty programs. The Chief Operating Officer will tie the various component programs including: nutrition; housing; energy; workforce development; income enhancement; education; and elderly services to the agency, to each other, and to the general community, by promoting and communicating the mission of Community Action. In conjunction with the Chief Executive Officer and Fiscal Officer the Chief Operating Officer provides the stewardship of SNHS by being actively involved with the agency's high-performance senior leadership team in the development, implementation, and management of the program content as well as annual budgets. Responsible for ensuring that services and programs provided fulfill the agency's mission, and are in compliance with all federal, state, funding, and city regulations, certifications, and licensing requirements.

Energy and Housing Operations Director | Southern New Hampshire Services Inc.
2016 – 2018
Responsible for providing the various SNHS Energy and Crisis programs, Information Technology, Housing and Maintenance programs with mission, vision and leadership. Responsible for the planning, implementation, and evaluation of all facets of fiscal and program management, effectiveness while providing general oversight for all of the program's administration and day-to-day management, including budget management, grant writing and purchasing. Also responsible for maintaining a working relationship with governmental officials, local boards and agencies in developing and managing the programs. In conjunction with the Executive Director and Fiscal Officer this positions provides the stewardship of SNHS by being actively involved with the agency's high-performance senior leadership team in the development, implementation, and management of program content as well as annual budgets. Responsible for ensuring that services and programs provided fulfill the agency's mission and are in compliance with all federal, state, funding, city, certifications, and licensing requirements.

Energy Director | Southern New Hampshire Services Inc.
2013 – 2016
Responsible for coordination, implementation, budgeting, overall supervision and management of the Fuel and Electric Assistance Programs, Crisis Programs, Weatherization Program, Lead Hazard Control Program, and YouthBuild Program for Hillsborough and Rockingham Counties. Develop and Maintain relationships with federal, state and local grantors. Intervene on behalf of the Community Action pertaining to the Core Utility Weatherization Energy Efficiency Programs. Maintains a strong working relationships with OCA, NH Legal Assistance, Office of Strategic Initiative, DOE, Liberty Utilities, Eversource, NHEC, Unitil, NHHFA, NREL, Apprise and other local non-profit and private companies in the industry. Participates in multiple Healthy Home strategic planning committees.

Weatherization Director | Southern New Hampshire Services Inc.
2006-2013
Responsible for coordination, implementation, budgeting, overall supervision and management of the Weatherization, Lead Abatement, and YouthBuild Programs for Hillsborough and Rockingham Counties. Developed and Maintain relationships with federal, state and local grantors. Intervened on behalf of the Community Action Association during the merge of Liberty Energy and National Grid Gas along with filings pertaining to the Core Energy Efficiency Programs. Developed strong working relationships with OCA, NH

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

Energy Auditor | Southern New Hampshire Services Inc.
2004 – 2006
Responsible for performing field energy audits of low income residential properties; record the data in written and computerized formats to determine cost effectiveness of conservation measures needed; generate work order specs for the contractors. Conduct proper follow through and field inspections to assure quality installations and client satisfaction.

Network Analyst | Genuity
2004 – 2006
Responsible for monitoring the Genuity Dial up network supporting AOL Domestic and International subscribers including Japan, USA and Canada. Responsibilities include isolating and troubleshooting problems/outages and configuration issues, on different types of Cisco routers, Lucent APX's, MAX's, and Nortel CVX's. Troubleshooting consists of isolating problems through head to head testing with different Telco's. Also responsible for creating, troubleshooting, and closing tickets in a group ticketing queue. Demonstrated strengths in the areas of interpersonal skills and negotiation.

EDUCATION

2000 NH Community Technical College
1994-1998: Dover High School
Other: Weatherization written and field certification, Department of Energy Quality Control Inspector Certification, multiple national and regional weatherization best practices trainings. Intro to Cisco routers, T1 and T3 design and troubleshooting training, ATM and Frame Relay network design training, LAN and WAN training, OC3, OC48, and OC192 design and troubleshooting training, BPI Energy Analyst. Lead contractor abatement Certification, RRP certification, OSHA 30 hour worker safety, DOE Lead Safe Weatherization certification.

SKILLS

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

ACTIVITIES/ACCOMPLISHMENTS

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

JAMES M. CHAISSON

SUMMARY

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

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

PROFESSIONAL EXPEIRENCE

Southern New Hampshire Services, Manchester, NH — 5/2009-Present

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

Chief Fiscal Officer — **1/2017 to Present**

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

Senior Accountant — **5/2009-1/2017**

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

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

James M. Chaisson

WOOD STRUCTURES, INC. Biddeford, ME 2001-4/2009

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

Controller **2006-4/2009**

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

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

Accounting Manager **2001-2006**

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

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

VISHAY SPRAGUE, Sanford, ME 1978-2001

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

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

EDUCATION

NASSON COLLEGER, Springvale, ME

B.S. in Business Administration