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New Hampshire Department of
BUSINESS AND
ECONOMIC AFFAIRS

May 14, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Executive 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 Community Action Partnership Hillsborough and Rockingham Counties (CAPHR) (VC# 177198), Southern NH Services Inc., Manchester, NH the amount not to exceed $5,105,100 for the delivery of the Workforce Innovation Opportunity Act (WIOA) Adult program, with an extension option for an additional one-year period, effective upon Governor and Council approval for the period of July 1, 2025, through June 30, 2029. **100% Federal Funds.**

Funds are anticipated to be available in account, Office of Workforce Opportunity, for Fiscal Years 2026, 2027, 2028, and 2029 upon the availability and continued appropriation of federal 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.

	FY 2026	FY 2027	FY2028	FY2029
03-22-022-220510-14530000				
102-500731-Contracts for Program Services	$1,100,000	$1,210,000	$1,331,000	$1,464,100

EXPLANATION

The Department of Business and Economic Affairs (BEA), through its Office of Workforce Opportunity (OWO), requests approval to enter into a four-year contract with CAPHR to manage and deliver services for the Workforce Innovation and Opportunity Act (WIOA) Adult Program. This program is funded by the U.S. Department of Labor (USDOL).

Justification
This approval would ensure continuity of services for adults who face challenges in finding and keeping jobs—such as low income, limited skills, or other barriers to employment. Due to the operational complexity and federal compliance requirements associated with WIOA programs, efficiency and programmatic continuity are paramount. The approved provider will help these adults receive career guidance and training for high-demand industries like healthcare, hospitality, construction, IT, and manufacturing. As such, it is essential to engage a provider with demonstrated experience in managing workforce development programs at scale. CAPHR, formerly known as Southern New Hampshire Services has a strong track record of success and has demonstrated the ability to provide cost-effective, high-quality services that meet programmatic goals.

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

Cost Considerations
BEA reviewed several factors when considering using a third party versus administering this program internally. The following are key factors in the decision to request approval to continue administering this program under third party administration.

- Internal administration would require the addition of 6 full time employees and 3 to 5 part time employees in the Office of Workforce Opportunity. Analysis estimates the program's first year salary and benefit expense alone to be $42k higher than the third parties planned/proposed expense for new staff members. Additionally, the program would increase workload for a minimum of 2 current staff members. Other position related considerations:
    - Creation of these positions would require legislation for full time permanent positions or the receipt of new funding (which is not expected) to establish full time temporary positions.
        - Hiring currently requires waiver approval
        - Acquisition of additional office space for new employees
        - Acquisition of office equipment and furniture for new employees
        - Program training for all new personnel
- It is unclear the total impact to additional indirect resources to further administer this program internally. But it is clear this program would require additional attention from several indirect resources such as the Commissioner's Office, Business Office, Operations, DOJ, and DAS.
- Maintaining and paying the vendors required to support the program participants would put an additional burden on BEA's Business Office, DAS' purchasing department, DAS' Bureau of Accounting and Treasury as it would be a substantial list.
- Currently The Community College System of NH is one of the approved training providers to the approved third party for program participants, BEA would need to negotiate a MOU to coordinate these services for participants which would require Governor and Council approval.
- BEA maintains program oversight with stronger "internal controls" over the program as the oversight body versus being the oversight body as well as the program administrator.
    - As the administrator, should any program costs be deemed disallowed those costs are absorbed by the administrator. Currently that responsibility is with the third party.

Background
Over the past two years, approximately 850 individuals have received career services through the program, with more than 700 receiving occupational training in fields such as Healthcare, Hospitality, Construction and Trades, Information Technology, and Manufacturing. This initiative supports both the workforce needs of New Hampshire employers and the economic advancement of individual residents.

Program Funding and Oversight
The USDOL awards approximately $7,000,000 WIOA funds to BEA/OWO annually, which serves as the state grant recipient. The State of New Hampshire received approximately $24,000,000 in WIOA funds across multiple state agencies including BEA. The WIOA Adult Program is overseen by the State Workforce Innovation Board (SWIB), in accordance with federal regulations. The SWIB, whose members are appointed by the Governor, ensures proper use of WIOA and Senior Community Service Employment Program federal funds. Additionally, SWIB provides strategic oversight for the workforce system.

Procurement Process
This contract between BEA/OWO and CAPHR for the delivery of Workforce Innovation Opportunity Act

Adult program services is in response to the Workforce Innovation and Opportunity Act (WIOA) Adult Program Request for Proposals (RFP) #DBEA 2025-13 issued March 24, 2025.

Proposals were reviewed and scored by a selection committee of OWO staff and members of the SWIB (Schedule #2). The committee evaluated each proposal based on cost effectiveness, provider experience, and the ability to deliver quality services aligned with the RFP scope and deliverables as well as alignment with state and federal workforce objectives.

After a thorough review (Schedule #1), although both proposals received came in at the same price point, the committee identified CAPHR as the highest-ranked proposer (Schedule #3), citing their proven success, robust service delivery plan, and alignment with state and federal workforce objectives.

OWO manages this program as per RSA 12-O:45 with the oversight of the State Workforce Innovation Board established through RSA 12-O:44 and empowered through the Workforce Innovation and Opportunity Act of 2014.

The Attorney General's Office has reviewed and approved this contract 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
WIOA Adult Program 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	Pass/Fail
2. Table of Contents	with Page Numbers	Required	Pass/Fail
3. Abstract/Executive Summary	Max. one (1) Page	Required	Pass/Fail
			100 Point Total
4. Proposal Narrative		Required	**80 Point Total**
A. Experience and Qualifications	Max. Eight (8) Pages	"	15 Points (of 80)
B. Program Service Delivery Model	Max. Eight (8) Pages	"	20 Points (of 80)
C. Performance Accountability	Max. Four (4) Pages	"	15 Points (of 80)
D. Partnerships & Community Engagement	Max. Two (2) Pages	"	15 Points (of 80)
E. Technology, Data, & Reporting	Max. Two (2) Pages	"	10 Points (of 80)
F. Timeline	Max. Two (2) Pages	"	5 Points (of 80)
5. Contractor Cover Sheet	Appendix B	Required	Pass/Fail
6. Proposal Budget		Required	**20 Point Total**
A. Fiscal Capabilities	Max. Eight (8) Pages	"	
B. Budget Worksheet	Appendix C	Required	
7. Staff Job Descriptions	Appendix D	Required	Pass/Fail
8. State Assurances and Certification	Appendix E	Required	Pass/Fail
9. WIOA Assurances and Certification	Appendix F	Required	Pass/Fail
10. Conflict of Interest	Appendix G	Required	Pass/Fail
11. Roles and Responsibilities	Appendix H	Required	Pass/Fail
12. Miscellaneous	Max. Five (5) Pages	Optional	

Department of Business and Economic Affairs
Office of Workforce Opportunity
WIOA Adult Program RFP
Proposal Review Committee

Schedule #2

The following Office of Workforce Opportunity employees reviewed the RFP submissions:

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 5 ½ years. He has been the Director of Workforce Development at OWO for almost four 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.

- **Ms. Kelly Clark, Regional Vice President AARP and State Workforce Innovation Board Member**
  - Ms. Clark has worked for AARP for 15 years and also works as an Adjunct Professor for Granite State College teaching a graduate level management and leadership program as well as human services and adult development courses. Prior to her current roles, Ms. Clark has a robust work history in both the non-profit and public service sectors. Ms. Clark has a B.S. in Accounting & Finance from the University of Maine, a M.A. in Public Policy & Management from the University of Southern Maine, a M.A. in Human Development from Fielding Graduate University, and a Ph.D. in Human and Organizational Systems from Fielding Graduate University. Ms. Clark was reappointed to the SWIB in 2022.

- **Mr. Shane Long, Owner/CEO of Aldworth Manor and State Workforce Innovation Board Member**
  - Mr. Long is owner and CEO of Aldworth Manor in Harrisville, NH, and has been in New Hampshire since 2014. Prior to running Aldworth Manor, he was a music educator and choral conductor in different parts of the East and Midwest. He holds bachelor's degrees in music education and English from UA and UCA, along with a Master's in Choral Conducting. Mr. Long was appointed to the State Workforce Innovation Board in 2022.

Department of Business and Economic Affairs
Office of Workforce Opportunity
WIOA Adult Program RFP
RFP Scoring Results

Schedule #3

	Community Action Partnership Hillsborough and Rockingham Counties (CAPHR)	Unique System Skills LLC
Proposal Narrative:		
Experience & Qualifications **15 Points**	14.34	7.67
Program Service Delivery Model **20 Points**	18.67	9
Performance Accountability **15 Points**	14	7.67
Partnerships & Community Engagement **15 Points**	14	9.67
Technology, Data, & Reporting **10 Points**	9.67	8
Timeline **5 Points**	5	3
Proposal Budget:		
Fiscal Capabilities **20 Points**	19	10.67
Score of 100 Total Points	94.68	55.68
Proposal Amount:	$ 1,100,000	$ 907,500
Rank:	1	2
Funded:	Yes	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 Community Action Parternship Hillsborough Rockingham Counties		1.4 Contractor Address P.O. Box 5040 Manchester, NH 03108	
1.5 Contractor Phone Number 603-668-8010	1.6 Account Unit and Class 14530000-102	1.7 Completion Date 6/30/2029	1.8 Price Limitation $5,105,100
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: 5/12/25		1.12 Name and Title of Contractor Signatory Donnalee Lozeau, Chief Executive Officer	
1.13 State Agency Signature Date: 5/14/2025		1.14 Name and Title of State Agency Signatory Taylor Caswell, Commissioner, Business & Economic Affairs	
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: Louise D. Wick Asst AG On: May 15, 2025			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials DL
Date 5/12/25

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 5/12/25

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 5/12/25

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 5/12/25

EXHIBIT A

SPECIAL PROVISIONS

The Office of Management and Budget (OMB) guidelines governing the fiscal administration of federally funded programs defines the role of Community Action Partnership Hillsborough Rockingham Counties (CAPHR) under this Agreement as that of a "Subrecipient" of federal funds (versus a contractor). Therefore, applicable OMB guidelines governing the role of a subrecipient shall be applied to CAPHR 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 CAPHR through this Agreement.

The following exhibits are incorporated into this agreement by reference: Exhibit B: Scope of Services, Exhibit C: Terms and Conditions of Payment, Exhibit D: Certification Regarding Lobbying, Exhibit E: Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit F: Certification Regarding Compliance with Sections 504 of The Rehabilitation Act of 1973, as Amended and Americans With Disabilities Act of 1990, Exhibit G: Health Insurance Portability and Accountability Act Business Associate Agreement, Exhibit H: Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA) Compliance, Exhibit I: Certification Regarding Drug-FreeWorkplace Requirements, and Exhibit J: Statement of Confidentiality.

As a condition of this contract agreement, CAPHR (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 services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Subrecipient hereby covenants and agrees to:

1. **Compliance with Federal and State Laws**: Eligibility determination for Workforce Innovation and Opportunity Act (WIOA) Adult shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made in the Job Match Case Management System or as prescribed by the Department of Business and Economic Affairs, Office of Workforce Opportunity (BEA/OWO) or at such times as are prescribed by the WIOA or its successor regulations.

3. **Documentation:** The Subrecipient shall maintain an electronic case management data file on each recipient of services within the Job Match Case Management System hereunder, which file shall include all information necessary to support an eligibility determination, individual service strategies, delivery of services, placement, and outcomes at a minimum, and such other information as the BEA/OWO requests.

4. **Grievance Procedures/Customer Complaints/Equal Opportunity:** The Subrecipient understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Subrecipient hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant shall be informed of his/her right to a fair hearing in accordance with the required grievance policy.

   (a) The Subrecipient shall ensure that all applicants for WIOA Adult funded services receive a written grievance procedure notice, and that a signed copy attesting to the receipt of this information is included in each applicant's Job Match System Case Management File.
   (b) The Subrecipient shall ensure that all personnel funded with WIOA Adult funds are trained in the grievance policy and procedure applicable for the funding source supporting this Agreement.

CAPHR Initials DC

Date 5/12/25

(c) The Subrecipient shall ensure that all personnel funded with WIOA Adult funds are trained in the Equal Opportunity (EO) law, policy, and procedure applicable for the funding source supporting this Agreement, and that refresher training is provided annually.
(d) The Subrecipient shall ensure that the BEA/OWO EO Officer is informed immediately of any formal grievance filed by a program applicant or participant.
(e) The Subrecipient shall respond either verbally or in writing to any complaint that does not constitute a formal grievance within two days from receipt of such complaint.

5. **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.

6. **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. No payments shall be made for expenses incurred by the Subrecipient for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Maintenance of Records:** In addition to the participant records specified above, 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). Statistical Records: Statistical enrollment, attendance or visit records for each recipient of services during the Agreement period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to BEA/OWO to obtain payment for such services.

8. **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 (OMB) 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, the United States 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

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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.

9. **Confidentiality of Records**: the Subrecipient agrees to maintain the confidentiality of any 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 Personal Identifier Information policy and procedure. Without the permission of the WIOA Adult 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 subrecipients 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.

10. **Programmatic and Fiscal Reports:** The Subrecipient agrees to submit the following reports at the following times if requested by the BEA/OWO:

    (a) Quarterly programmatic reports are due to OWO by the 30th of the month following a quarter end. The narrative report shall provide updates on new enrollment in comparison to goals, services provided, participant success stories, performance updates, any additional employment and training funds that have been obtained to serve WIOA Adult participants, and any issues of concern.
    (b) Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement and reference the appropriate Stephens Amendment language:

    "The preparation of this (report, document etc.) was financed under an Agreement with the State of New Hampshire, Department of Business and Economic Affairs, with funds provided by the United States Department of Labor."

11. **Mandated Data Entry Systems:** That the Subrecipient will be legally obligated to enter program-reporting data required by BEA/OWO and/or the US Department of Labor, relating to all participants served during the Agreement period in the case management system mandated by BEA/OWO. (e.g., Job Match System). The Subrecipient shall be responsible for keeping participant's files up-to-date, and timely enough to meet quarterly reporting deadline requirements.

12. **Disallowed Costs**: The Subrecipient will be solely responsible for paying BEA/OWO any and all disallowed costs associated with the misappropriation of federal funds and/or costs expended on participants who were erroneous determined to be eligible for services. Disallowed costs may not be paid with any other federal funds.

13. **Veterans' Priority Provisions:** CAPHR 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.

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

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15. **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:llwww.opm.gov/*.
    (b) In instances where funds awarded under this agreement pay only a portion of the salary or bonus, the WIOA Adult funds may only be charged for the share of the employee's salary or bonus attributable to the work performed on the WIOA Adult 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 Adult.
    (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.

16. **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:

    (a) the copyright in all products developed under the grant, including a sub grant or contract under the grant or sub grant, and;
    (b) rights of copyright to which the grantee, subgrantee or a contractor 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.
    (c) 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.

17. 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 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."

18. **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.

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19. **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:

    (a) The percentage of the total costs of the program or project which will be financed with Federal money;
    (b) The dollar amount of Federal funds for the project or program; and
    (c) 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.

20. **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.

21. **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).

22. **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

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$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).

23. **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 contractors/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.

24. 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.

25. **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;
    (c) Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination against qualified individuals with disabilities;
    (d) The Age Discrimination Act of 1975, as amended, 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.

26. 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,

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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 contractor's 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 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 contractor 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 contractor may request the United States to enter into such litigation to protect the interests of the United States.

27. **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 contractor 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.

28. **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 contractor/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.

29. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352): Contractors/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.

30. **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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STANDARD EXHIBIT B

SCOPE OF SERVICES

Agreement Period: **July 1, 2025 - June 30, 2029**

Subrecipient: **Community Action Partnership Hillsborough Rockingham Counties (CAPHR)**

SCOPE OF SERVICES

This cost reimbursement Agreement for services between Community Action Partnership Hillsborough Rockingham Counties (CAPHR) and Department of Business and Economic Affairs, Office of Workforce Opportunity (OWO) will be for a term beginning July 1, 2025, and terminating on June 30, 2029, with an option to renew the Agreement for up to one additional year, as needed and approved by the Governor and Executive Council.

Total payments under this Agreement shall not exceed $5,105,100.00 and shall be expended consistent with an approved line-item budget, which shall be negotiated annually with BEA/OWO. Line-item budgets shall be established upon receipt of grant funds from USDOL, for each program year covered under this Agreement.

Funds authorized under this Agreement are for the sole purpose of implementing WIOA Adult services and shall not be used for any purpose other than those activities identified in the Statement of Work outlined in RFP# DBEA 2025-13 for the Workforce Innovation and Opportunity Act (WIOA) Adult Program, released 3/24/2025.

As a condition of this Agreement, CAPHR 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.

CAPHR shall operate WIOA Adult programs at agreed upon sites consistent with the policy and procedures approved by BEA/OWO, and/or the US Department of Labor and the terms and conditions as specified in RFP #DBEA 2025-13 for the WIOA Adult Program, released 3/24/2025. WIOA Adult services will be administered at the 12 NH Works Offices and/or other locations in accordance with the US DOL WIOA Adult program incorporated by reference into this Agreement.

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

Deliverables

1. CAPHR will be responsible for all deliverables specified in the RFP and all deliverables shall be implemented consistent with the process and procedures outlined in the proposal submitted by CAPHR in response to the RFP, all of which are incorporated by reference into this Agreement.
2. Enrollment goal is a minimum of 73 new participants per program year of the contract.
3. WIOA Adult Program Performance Goals are established by USDOL on an annual basis. CAPHR will be responsible for achieving performance measures. For the purpose of this Agreement, achieving a goal shall be defined as no less than 90% of any measure. The measures are applied to all participants exited during the program year and shall be determined to have been met or not met based on the final year-end performance report. Performance goals will be assigned to CAPHR annually for each of the program years covered under this Agreement.

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WIOA Performance Measures	New Hampshire Final Negotiated Goals	
	PY 24	PY 25
WIOA Adult		
Employment (Second Quarter after Exit)	78.5%	79.0%
Employment (Fourth Quarter after Exit)	75.0%	76.0%
Median Earnings	$8,500	$8,750
Credential Attainment Rate	74.0%	75.0%
Measurable Skill Gains	67.0%	67.5%

4. Staffing Requirements – CAPHR will maintain a staffing level adequate to effectively manage the WIOA Adult program locations consistent with the requirements outlined in the RFP. CAPHR shall submit for approval a staffing plan to the OWO Administrator no later than the first day of July for each program year covered in this Agreement.

5. WIOA requires that states report on customer satisfaction annually. CAPHR will be responsible for implementing the customer satisfaction process that OWO developed, track results, and report outcomes. CAPHR will also be responsible for compiling an annual report on this topic to be submitted to OWO no later than August 15th of each program year.

6. Reporting Requirements –

Programmatic

(a) Quarterly programmatic reports are due to OWO by the 30th of the month following a quarter end. The narrative report shall provide updates on new enrollments in comparison to goals, services provided, participant success stories, performance updates, any additional employment and training funds that have been obtained to serve WIOA Adult participants, and any issues of concern.
(b) The subrecipient staff will provide timely and accurate data entry in the Job Match System (JMS) case management system to ensure current information is available for Quarterly and Final Quarterly Performance Reports (QPRs).
(c) Subrecipients will be required to use JMS tracking and performance report modules to manage system performance at the local level.
(d) Subrecipients will be required to use Future Works to analyze data on a monthly, quarterly, and yearly basis and to assist with the attainment of performance goals.
(e) Attainment of Enrollment Goals: New sites/subrecipients will have six months from date of Governor and Council approval to meet their PY25 enrollment goals. All subrecipients will be subject to renegotiation of the contract award amount if the new enrollment goal has not been met annually.
(f) A written year-end program, fiscal, and performance report is due to OWO no later than the last day of July following the program year-end date.
(g) Corrective action reports as deemed necessary.
(h) The program shall submit a minimum of two participant success stories when requested by OWO (each quarter).
(i) Ad-hoc reports requested by BEA /OWO as deemed necessary.

Financial

(a) Invoice for services and related expenses shall be billed monthly. Invoices are due by the 30th of the month following the reporting month.

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(b) 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.
(c) The Subrecipient shall use the invoice format provided by BEA/OWO.
(d) The Subrecipient shall maintain sufficient documentation on file in their offices to support invoices and make such documentation available for review by authorized BEA/OWO staff and/or its auditors. The Subrecipient will be required to attach detailed documentation to support invoice costs.
(e) Reporting Administration Costs separate from Program Costs consistent with federal cash management policies and procedures.
(f) Program income reports (if applicable) are to be submitted with the invoice following the end of the most recent quarter in which the program income was earned and any year-end program income reports are to be submitted no later than July 31.
(g) Year-end Match reports (if any) are to be submitted no later than July 31 of each year.

Property Management

(a) The subrecipient 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.
(b) The subrecipient will be required to submit to BEA 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.

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

7. System management requirements and reporting, the CAPHR shall:
   (a) Develop and maintain effective financial systems for the planning and budgeting of funds in accordance with regulations and applicable OMB guidelines.
   (b) Maintain participant files in the Job Match electronic case management system as it complies with rules and regulations, and BEA/OWO procedures and policies.
   (c) 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.
   (d) 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.
   (e) Comply with all established reporting requirements, ensuring accurate and timely submissions.
   (f) System Requirements – CAPHR shall be responsible for maintaining adequate technology and internet access to ensure timely data entry in the Job Match Case Management System.
   (g) Data accuracy is critical to the success of the program. The information provided is utilized to gain program funding and to support the need for services. CAPHR staff will be responsible for the accuracy of the data that is being reported. CAPHR should institute specific policies to verify the data being reported including but not limited to internal data validation and monthly Quality Review Analysis. If it is found that data being reported is inaccurate based on regulations and/or policies, BEA/OWO can mandate that staff be provided cases management training which shall be paid for by CAPHR.

CAPHR Initials dc

Date 5/12/25

EXHIBIT C

TERMS AND CONDITIONS OF PAYMENT

Agreement Period: **July 1, 2025 - June 30, 2029**

Subrecipient: **Community Action Partnership Hillsborough Rockingham Counties (CAPHR)**

PAYMENT/ FINANCIAL/ BUDGET

1. This Agreement is funded with federal funds from the US Department of Labor made available under the Catalog of Federal Domestic Assistance (CFDA) **# 17.258** for the purpose of the delivery of **WIOA Adult Services** to eligible residents of New Hampshire. **100% Federal Funds.**

2. Subject to CAPHR'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 CAPHR up to a maximum total payment of $5,105,100

3. 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.

4. Line-item budgets shall be negotiated annually upon receipt of the federal grant award to the State.

5. Expenditures shall be in accordance with the approved line-item budget negotiated between CAPHR and BEA/OWO. CAPHR 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 each program year and shall not exceed the approved administration cost for each program year.

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 subrecipients organization information, date of the invoice, due date, an invoice number, the services provided (including CFDA# 17.258), the BEA/OWO assigned agreement number, the time period under which those services were provided, and the amount due.

7. Reporting Administration Costs separate from program Costs consistent with federal cash management policies and procedures.

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

9. CAPHR will either use their negotiated indirect cost rate or pursuant to the exceptions noted at 2 CFR 200.414 (f) in the Cost Principles of the Uniform Guidance elect to charge a de minimis rate of 20% of the modified total direct costs (see 2 CFR 200.68 for definition of MTDC).

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

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

12. 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.

CAPHR Initials DL

Date 5/12/25

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

    Invoices shall be sent to: Melissa.C.Carter@livefree.nh.gov
    Office of Workforce Opportunity
    100 N. Main Street
    Concord, NH 03301

    Payment shall be made to: Community Action Partnership Hillsborough Rockingham Counties
    P.O. Box 5040
    Manchester, NH 03108
    Attention: Fiscal Administrator

14. CAPHR must have written authorization from BEA OWO prior to using Agreement funds, to purchase any property or equipment with a cost in excess of $250.00 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. A physical annual inventory of WIOA purchased property and equipment will be conducted and submitted to BEA/OWO following the end of every program year.

16. CAPHR 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.

17. CAPHR 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.

18. 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.

19. CAPHR 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.

20. CAPHR is solely responsible for paying to BEA/OWO any disallowed costs associated with the misappropriation of federal funds, and/or costs expended on individuals who were erroneously determined to be eligible for WIOA Adult services. Disallowed costs may not be paid with federal funds, regardless of the funding source.

21. 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.

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

23. CAPHR 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. CAPHR must review any proposed costs outside of the approved line-item budget with BEA/OWO for final approval.

24. WIOA Infrastructure Costs - WIOA sec. 121(b)(1)(B) and 20 CFR 678.400 list the required One-Stop partners; of which include, but are not limited to:

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US Department of Labor required programs: Adult, Dislocated Worker , and Youth formula programs; Job Corps; Youth Build; Native American programs; National Farm Jobs Program (NFJP); Wagner-Peyser Act Employment Service (ES) program authorized under the Wagner-Peyser Act (29.U.S.C. 49 et seq.), as amended by WIOA title III; Senior Community Service Employment Program (SCSEP) authorized under Title V of the Older Americans Act of 1965; Trade Adjustment Assistance (TAA) activities authorized under chapter 2 of title II of the Trade Act of 1974; Unemployment Compensation (UC) programs; Jobs for Veterans State Grants (JVSG) programs authorized under chapter 41 of title 38, U.S.C.; and Reentry Employment Opportunities (REO) programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169.

One-Stop partner programs including all programs that are funded under Title I of WIOA are required to contribute to the infrastructure costs and certain additional costs of the One-Stop delivery system in proportion to their use and relative benefits received as required in 20 CFR 678.700 and 678.760. The sharing and allocation of infrastructure costs between One-Stop partners is governed by WIOA sec. 121(h), WIOA's implementing regulations, and the Federal Cost Principles contained in the Uniform Guidance at 2 CFR part 200 and DOL's exceptions at 2 CFR part 2900. The Federal Cost Principles state that a partner's contribution is an allowable, reasonable, necessary, and allocable cost to the program and is consistent with other legal requirements.

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.

CAPHR Initials DL

Date 5/12/25

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 Subrecipient's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF LABOR - SUBRECIPIENTS

Programs (indicate applicable program covered):

Title I Workforce Innovation and Opportunity Act (WIOA) Programs

Agreement Period: July 1, 2025, through June 30, 2029

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

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-subrecipient).

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-subrecipient), 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.)

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)

Community Action Partnership Hillsborough Rockingham Counties (CAPHR) May 12 - 2025

(Subrecipient Name) (Date)

CAPHR Initials DL

Date 5/12/25

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 Subrecipient'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).

CAPHR Initials DL

Date 5/12/25

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)

Community Action Partnership Hillsborough Rockingham Counties (CAPHR) — May 12-2025
(Subrecipient Name) (Date)

CAPHR Initials DL

Date 5/12/25

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 Subrecipient'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 Subrecipient, 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 (45CRF 84.5(b)).

Donnalee Lozeau, Chief Executive Officer

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

Community Action Partnership Hillsborough Rockingham Counties (CAPHR) May 12-2025

(Subrecipient Name) (Date)

CAPHR Initials DL

Date 5/12/25

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 sub subrecipients 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 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.

CAPHR Initials ML

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(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.

(c) To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the 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.

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

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

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

(a) 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 Subrecipient's business associate agreements with Subrecipient'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.

CAPHR Initials DL

Date 5/12/25

(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.

(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.

(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	Community Action Partnership Hillsborough Rockingham Counties (CAPHR)
The State Agency Name	**Subrecipient Name**
Signature of Authorized Representative	**Signature of Authorized Representative**
Taylor Caswell, Commissioner, BEA	Donnalee Lozeau, Chief Executive Officer
Name of Authorized Representative	Name of Authorized Representative
5/14/2025	May 12-2025
Date	Date

CAPHR Initials DL

Date 5/12/25

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 (DUNS #)
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)

Community Action Partnership Hillsborough Rockingham Counties (CAPHR) May 12-2025
(Subrecipient Name) (Date)

CAPHR Initials DL

Date 5/12/25

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 DUNS 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:

CAPHR Initials DL

Date 5/12/25

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 Subrecipient'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 - SUBRECIPIENT

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-subrecipients), 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. Subrecipients 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.

1. 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—
      i. The dangers of drug abuse in the workplace;
      ii. The grantee's policy of maintaining a drug-free workplace;
      iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
      iv. 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—
      i. Abide by the terms of the statement; and
      ii. 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 of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
   (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
      i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
      ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law

CAPHR Initials DL

Date 5/12/2025

enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance: **NH Works Offices located throughout the state**

Period Covered by this Certification: **From: July 1, 2025** **To: June 30, 2029**

Subrecipient Name: **Community Action Partnership Hillsborough Rockingham Counties (CAPHR)**

Name & Title of Authorized Subrecipient Representative: **Donnalee Lozeau, Chief Executive Officer**

Subrecipient Representative Signature: Donnalee Lozeau Date: 5/12/25

EXHIBIT J

STATEMENT OF CONFIDENTIALITY

Every client has the right to privacy and confidentiality 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 subrecipient) 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 on 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 the Workforce Innovation and Opportunity Act (WIOA) funds.

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

Community Action Partnership Hillsborough Rockingham Counties (CAPHR) May 12-2025
(Subrecipient Name) (Date)

CAPHR Initials DL

Date 5/12/25

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: **0007151493**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 7th day of April A.D. 2025.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of Southern New Hampshire Services, Inc. dba Community Action Partnership Hillsborough and Rockingham Counties.
(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 September 9, 2024, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Donnalee Lozeau, CEO, Ryan Clouthier, COO; James Chaisson, CFO, and Cara Aliberti, Financial Analyst (may list more than one person)is duly authorized on behalf of Southern New Hampshire Services, Inc. to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: 5/14/25

Signature of Elected Officer
Name: Orville Kerr
Title: Secretary

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/02/2025

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

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

PRODUCER
Cross Insurance-Manchester
1100 Elm Street
Manchester NH 03101

CONTACT NAME: Dianne Soto
PHONE (A/C, No, Ext): (603) 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 New Hampshire Services, Inc.
PO Box 5040
Manchester NH 03108-5040

COVERAGES CERTIFICATE NUMBER: 25-26 All Lines w/Prof 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: [ ] POLICY [ ] PRO-JECT [X] LOC OTHER:			PHPK2670953-004	04/01/2025	04/01/2026	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			PHPK2670952-004	04/01/2025	04/01/2026	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			PHUB905859-004	04/01/2025	04/01/2026	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 [N] If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	R02587HCHS2025-01 (3a.) NH	01/01/2025	01/01/2026	[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			PHPK2670953-004	04/01/2025	04/01/2026	Each Prof Incident	$1,000,000
							Aggregate	$2,000,000

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

Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

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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SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

COMBINED FINANCIAL STATEMENTS AND SUPPLEMTARY INFORMATION FOR THE YEARS ENDED JULY 31, 2024 AND 2023 AND INDEPENDENT AUDITORS' REPORT AND REPORTS ON COMPLIANCE AND INTERNAL CONTROL

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

COMBINED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JULY 31, 2024 AND 2023

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INDEPENDENT AUDITORS' REPORT

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

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Southern New Hampshire Services, Inc. and Affiliate (a nonprofit organization), which comprise the combined statements of financial position as of July 31, 2024 and 2023, and the related combined statements of activities and changes in net assets, functional expenses and cash flows for the years then and the related notes to the financial statements.

In our opinion, the combined financial statements present fairly, in all material respects, the financial position of Southern New Hampshire Services, Inc. and Affiliate as of July 31, 2024 and 2023, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Southern New Hampshire Services, Inc. and Affiliate and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these combined financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the combined financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Southern New Hampshire Services, Inc. and Affiliate's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the combined financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the combined financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the combined financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the combined financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Southern New Hampshire Services, Inc. and Affiliate's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Southern New Hampshire Services, Inc. and Affiliate's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the combined financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations (CFR)* Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, is* presented for purposes of additional analysis and is not a required part of the combined financial statements. Additionally, the combining schedules of financial position and combining schedules of activities are presented for additional analysis and are not a required part of the combined financial statements. Additionally, the supplementary information as required by New Hampshire Housing is presented for additional analysis and is not a required part of the combined financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the combined financial statements. The information has been subjected to the auditing procedures applied in the audit of the combined financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the combined financial statements or to the combined financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 31, 2025, on our consideration of Southern New Hampshire Services, Inc. and Affiliate's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Southern New Hampshire Services, Inc. and Affiliate's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Southern New Hampshire Services, Inc. and Affiliate's internal control over financial reporting and compliance.

Dover, New Hampshire
March 31, 2025

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

COMBINED STATEMENTS OF FINANCIAL POSITION
JULY 31, 2024 AND 2023

ASSETS

	2024	2023
CURRENT ASSETS		
Cash	$ 9,539,517	$ 10,382,755
Investments	9,456,835	10,089,918
Grants receivable	4,269,703	4,657,945
Accounts receivable	836,027	1,075,088
Prepaid expenses	189,485	311,983
Total current assets	24,291,567	26,517,689
PROPERTY		
Land	4,166,475	4,060,574
Buildings and improvements	18,071,076	14,624,467
Vehicles and equipment	1,644,351	1,748,567
Total property	23,881,902	20,433,608
Less: accumulated depreciation	6,907,196	6,392,579
Property, net	16,974,706	14,041,029
OTHER ASSETS		
Restricted cash	530,820	500,770
TOTAL ASSETS	$ 41,797,093	$ 41,059,488

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Current portion of long term debt	$ 91,766	$ 87,597
Accounts payable	1,291,035	2,053,707
Accrued payroll and related expenses	2,310,624	1,952,587
Accrued compensated absences	405,259	421,706
Other liabilities	299,675	235,052
Refundable advances	1,056,760	2,209,618
Tenant security deposits	80,712	82,007
Total current liabilities	5,535,831	7,042,274
LONG TERM LIABILITIES		
Long term debt, less current portion shown above	1,309,061	1,389,230
Total liabilities	6,844,892	8,431,504
NET ASSETS		
Without donor restrictions	34,952,201	32,627,984
TOTAL LIABILITIES AND NET ASSETS	$ 41,797,093	$ 41,059,488

See Notes to Combined Financial Statements

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

COMBINED STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED JULY 31, 2024 AND 2023

	2024	2023
REVENUES, GAINS AND OTHER SUPPORT		
Grant revenue	$ 40,037,178	$ 110,665,844
Program service fees	754,401	804,331
Local funding	277,042	192,419
Rental income	930,124	1,134,229
Gifts and other contributions	297,407	286,973
Interest and dividend income	293,616	463,090
Realized loss on investments	(109,036)	-
Unrealized Gain (loss) on investments	895,857	(60,130)
Miscellaneous	262,632	160,034
In-kind contributions	3,634,310	1,406,827
Forgiveness of debt	-	440,000
Gain (loss) on disposal of property	(42,374)	495,109
Total revenues, gains and other support	47,231,157	115,988,726
EXPENSES		
Program services		
Child development	13,361,608	10,344,050
Community services	1,719,902	1,380,399
Economic and workforce development	4,159,088	5,576,367
Energy	15,983,329	21,055,560
Language and literacy	202,317	217,448
Housing and homeless	1,089,085	65,332,498
Nutrition and health	2,078,468	2,206,763
Special projects	2,008,413	2,031,500
Volunteer services	130,692	119,653
SNHS Management Corporation	2,135,197	2,726,036
Total program services	42,868,099	110,990,274
Supporting activities		
Management and general expense	2,038,841	2,078,577
Total expenses	44,906,940	113,068,851
CHANGE IN NET ASSETS	2,324,217	2,919,875
NET ASSETS, BEGINNING OF YEAR	32,627,984	29,708,109
NET ASSETS, END OF YEAR	$ 34,952,201	$ 32,627,984

See Notes to Combined Financial Statements

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

COMBINED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JULY 31, 2024

	Program Services						
	Child Development	Community Services	Economic and Workforce Development	Energy	Language and Literacy	Housing and Homeless	Nutrition and Health
EXPENSES							
Payroll	$ 5,682,528	$ 663,139	$ 1,359,974	$ 2,225,179	$ 153,860	$ 305,367	$ 828,916
Payroll taxes	427,885	50,321	102,144	168,885	9,928	23,053	62,652
Fringe benefits	1,269,938	97,327	249,982	545,182	7,603	61,141	167,626
Workers compensation insurance	56,257	3,503	1,496	8,364	2,135	356	12,306
Unemployment	28,411	3,316	6,800	11,163	769	1,517	4,146
Retirement benefits	377,365	63,800	104,471	126,947	1,281	17,244	45,474
Consultant and contractual	61,596	408,393	215,830	1,384,552	597	49,282	10,820
Travel and transportation	90,475	10,773	28,630	65,243	213	1,275	47,720
Conferences and meetings	-	23,627	1,931	8,323	-	-	1,415
Occupancy	689,746	150,334	479,230	144,818	7,350	12,782	68,384
Advertising	65,249	10,262	7,153	1,386	-	-	-
Supplies	249,114	18,692	5,061	103,346	11,668	6,435	307,630
Equipment rentals and maintenance	28,833	9,837	1,399	59,413	828	204	1,099
Insurance	28,953	72,643	3,303	38,203	-	5,928	5,580
Telephone	71,022	20,988	31,413	40,115	3,896	17,200	85,266
Postage	898	-	141	38,986	-	16	2,321
Printing and publications	2,600	6,877	-	-	-	-	-
Subscriptions	-	-	-	-	-	-	-
Program support	-	178,285	-	45,429	-	5,404	-
Interest	6,265	-	-	-	-	-	-
Depreciation	255,012	122,305	26,241	6,143	1,968	7,947	4,238
Assistance to clients	250,501	16,809	1,488,432	10,952,537	-	586,715	427,197
Other expense	194,395	10,855	54,383	80,360	168	569	4,181
Miscellaneous	11,777	1,433	3,604	2,556	53	304	5,209
In-kind expenses	3,634,310	-	-	-	-	-	-
SUBTOTAL	13,483,130	1,943,519	4,171,618	16,055,130	202,317	1,102,739	2,092,160
Eliminations	(121,522)	(223,617)	(12,530)	(71,801)	-	(13,654)	(13,692)
TOTAL EXPENSES	$ 13,361,608	$ 1,719,902	$ 4,159,088	$ 15,983,329	$ 202,317	$ 1,089,085	$ 2,078,468

See Notes to Combined Financial Statements

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

COMBINED STATEMENT OF FUNCTIONAL EXPENSES (Continued)
FOR THE YEAR ENDED JULY 31, 2024

	Program Services				Support Services	
	Special Projects	Volunteer Services	SNHS Management Corporation	Total Program Services	Management and General	2024 Total
EXPENSES						
Payroll	$ 87,778	$ 79,798	$ 539,999	$ 11,926,538	$ 1,335,532	$ 13,262,070
Payroll taxes	6,714	5,476	42,730	899,788	96,953	996,741
Fringe benefits	1,871	22,982	85,311	2,508,963	157,340	2,666,303
Workers compensation insurance	298	88	4,248	89,051	2,602	91,653
Unemployment	439	399	2,403	59,363	6,700	66,063
Retirement benefits	7,463	5,696	45,140	794,881	129,116	923,997
Consultant and contractual	1,808,222	343	90,132	4,029,767	172,124	4,201,891
Travel and transportation	6,147	7,756	43,609	301,841	5,190	307,031
Conferences and meetings	7,412	-	28,078	70,786	849	71,635
Occupancy	12,000	-	596,010	2,160,634	57,121	2,217,755
Advertising	-	-	1,845	85,895	-	85,895
Supplies	518	1,824	46,796	751,084	33,209	784,293
Equipment rentals and maintenance	2,239	-	19,527	123,379	8,148	131,527
Insurance	2,664	1,762	55,324	212,360	4,288	216,648
Telephone	3,360	3,027	28,769	305,056	15,246	320,302
Postage	-	465	826	43,653	11,675	55,328
Printing and publications	-	-	-	9,477	-	9,477
Subscriptions	-	600	875	1,475	89	1,564
Program support	148,174	-	99,388	476,680	-	476,680
Interest	-	-	42,841	49,106	-	49,106
Depreciation	59,352	-	389,618	872,824	3,579	876,403
Assistance to clients	1,255	-	3,546	13,726,992	-	13,726,992
Other expense	249	-	6,950	352,110	1,405	353,515
Miscellaneous	432	476	60,709	86,553	829	87,382
In-kind expenses	-	-	-	3,634,310	-	3,634,310
SUBTOTAL	2,156,587	130,692	2,234,674	43,572,566	2,041,995	45,614,561
Eliminations	(148,174)	-	(99,477)	(704,467)	(3,154)	(707,621)
TOTAL EXPENSES	$ 2,008,413	$ 130,692	$ 2,135,197	$ 42,868,099	$ 2,038,841	$ 44,906,940

See Notes to Combined Financial Statements

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

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

	Program Services						
	Child Development	Community Services	Economic and Workforce Development	Energy	Language and Literacy	Housing and Homeless	Nutrition and Health
EXPENSES							
Payroll	$ 4,687,629	$ 531,680	$ 2,009,063	$ 1,938,086	$ 203,503	$ 1,431,041	$ 857,455
Payroll taxes	349,470	40,180	151,567	146,475	14,563	108,336	64,713
Fringe benefits	1,443,535	88,342	440,413	503,989	20,634	295,713	210,743
Workers compensation insurance	82,817	5,964	3,854	10,384	4,371	2,874	21,143
Unemployment	13,237	1,219	5,089	5,495	549	2,692	2,398
Retirement benefits	342,791	48,717	153,650	119,927	5,789	67,638	58,784
Consultant and contractual	50,990	274,726	300,288	1,347,342	878	1,154,158	12,482
Travel and transportation	92,430	16,212	48,501	46,755	168	2,611	32,691
Conferences and meetings	-	14,430	-	9,636	-	-	830
Occupancy	706,464	153,012	508,703	136,509	30,171	190,186	71,981
Advertising	134	5,915	8,628	-	25	-	75
Supplies	303,547	22,767	16,260	130,317	4,592	71,748	283,941
Equipment rentals and maintenance	3,805	911	8,610	31,905	443	589	27,842
Insurance	23,033	45,759	2,720	22,872	-	6,572	4,317
Telephone	86,959	17,736	37,596	38,512	4,561	45,272	70,491
Postage	1,402	-	1,010	36,476	-	16,742	2,468
Printing and publications	3,026	5,272	-	-	-	-	-
Subscriptions	-	-	-	696	-	-	-
Program support	6,016	110,075	-	29,932	-	-	-
Interest	6,411	-	-	-	-	-	-
Depreciation	182,997	20,641	43,484	8,534	1,968	6,627	12,983
Assistance to clients	349,924	11,386	1,737,805	16,521,194	-	61,950,040	521,950
Other expense	316,567	2,113	108,073	26,625	-	2,503	2,379
Miscellaneous	14,710	1,003	1,183	4,215	25	1,879	2,527
In-kind expenses	1,406,827	-	-	-	-	-	-
SUBTOTAL	10,474,721	1,418,060	5,586,497	21,113,876	292,240	65,357,221	2,262,193
Eliminations	(130,671)	(37,661)	(10,130)	(58,316)	(74,792)	(24,723)	(55,430)
TOTAL EXPENSES	$ 10,344,050	$ 1,380,399	$ 5,576,367	$ 21,055,560	$ 217,448	$ 65,332,498	$ 2,206,763

See Notes to Combined Financial Statements

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

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

	Program Services				Support Services	
	Special Projects	Volunteer Services	SNHS Management Corporation	Total Program Services	Management and General	2023 Total
EXPENSES						
Payroll	$ 64,397	$ 78,563	$ 702,669	$ 12,504,086	$ 1,329,230	$ 13,833,316
Payroll taxes	4,773	5,550	51,177	936,804	95,465	1,032,269
Fringe benefits	2,551	25,583	211,953	3,243,456	176,241	3,419,697
Workers compensation insurance	306	145	10,911	142,769	4,432	147,201
Unemployment	135	233	1,392	32,439	2,884	35,323
Retirement benefits	5,715	6,920	53,840	863,771	130,495	994,266
Consultant and contractual	1,882,405	335	137,435	5,161,039	205,722	5,366,761
Travel and transportation	3,699	3,910	49,033	296,010	4,893	300,903
Conferences and meetings	5,972	-	34,047	64,915	1,074	65,989
Occupancy	12,000	-	689,228	2,498,254	59,745	2,557,999
Advertising	-	1,047	1,574	17,398	25	17,423
Supplies	284	3,041	19,953	856,450	23,581	880,031
Equipment rentals and maintenance	22,835	13	18,642	115,595	5,989	121,584
Insurance	2,244	1,762	51,158	160,437	10,498	170,935
Telephone	2,750	3,751	31,762	337,390	17,767	355,157
Postage	-	665	718	59,481	11,475	70,956
Printing and publications	-	-	-	8,298	-	8,298
Subscriptions	-	0	1,199	1,895	129	2,024
Program support	1,143	-	89,936	237,102	-	237,102
Interest	-	-	45,072	51,483	-	51,483
Depreciation	43,940	-	393,865	715,039	4,114	719,153
Assistance to clients	3,500	-	35,401	81,131,200	-	81,131,200
Other expense	11,879	424	12,233	482,796	400	483,196
Miscellaneous	252	3,328	96,859	125,981	66	126,047
In-kind expenses	-	-	-	1,406,827	-	1,406,827
SUBTOTAL	2,070,780	135,270	2,740,057	111,450,915	2,084,225	113,535,140
Eliminations	(39,280)	(15,617)	(14,021)	(460,641)	(5,648)	(466,289)
TOTAL EXPENSES	$ 2,031,500	$ 119,653	$ 2,726,036	$ 110,990,274	$ 2,078,577	$ 113,068,851

See Notes to Combined Financial Statements

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

COMBINED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JULY 31, 2024 AND 2023

	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ 2,324,217	$ 2,919,875
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	876,403	719,153
Loss (gain) on disposal of property	42,374	(495,109)
Unrealized loss (gain) on investments	(895,857)	60,130
Realized loss on investments	109,036	-
Forgiveness of debt	-	(440,000)
Decrease (increase) in assets:		
Grants receivable	388,242	(198,982)
Accounts receivable	239,061	(125,186)
Prepaid expenses	122,498	(182,773)
Increase (decrease) in liabilities:		
Accounts payable	(722,847)	495,206
Accrued payroll and related expenses	358,037	306,419
Accrued compensated absences	(16,447)	14,581
Other liabilities	(107,650)	12,958
Refundable advances	(1,152,858)	(2,181,022)
Tenant security deposits	(1,295)	(13,750)
NET CASH PROVIDED BY OPERATING ACTIVITIES	1,562,914	891,500
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property	(3,720,006)	(2,144,901)
Proceeds from disposal of property	-	709,171
Proceeds from sale of investment	1,700,000	-
Purchase of investments, reinvested dividends and capital gains	(280,096)	(453,212)
NET CASH USED IN INVESTING ACTIVITIES	(2,300,102)	(1,888,942)
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of long term debt	(76,000)	(72,622)
NET CASH USED IN FINANCING ACTIVITIES	(76,000)	(72,622)
NET DECREASE IN CASH AND RESTRICTED CASH	(813,188)	(1,070,064)
CASH AND RESTRICTED CASH, BEGINNING OF YEAR	10,883,525	11,953,589
CASH AND RESTRICTED CASH, END OF YEAR	$ 10,070,337	$ 10,883,525
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash paid during the year for interest	$ 49,106	$ 51,483
SUPPLEMENTAL DISCLOSURES OF NONCASH FINANCING ACTIVITIES		
Building Improvements in the current year in accrued expenses	$ 172,273	$ -
Building Improvements in the current year in accounts payable	$ 527,653	$ 567,478
Building Improvements in the prior year in accounts payable, paid in the current year	$ (567,478)	$ -
CASH AND RESTRICTED CASH		
Cash	$ 9,539,517	$ 10,382,755
Restricted cash	530,820	500,770
Total cash and restricted cash	$ 10,070,337	$ 10,883,525

See Notes to Combined Financial Statements

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General

Southern New Hampshire Services, Inc. and affiliate (the Organization) is a nonprofit umbrella corporation that offers an array of services to the elderly, disabled, and low-income households in New Hampshire's Hillsborough County and Rockingham County. The Organization's programs provide assistance in the areas of education, child development, employment, energy and its conservation, housing, and homelessness prevention. The Organization is committed to providing respectful support services and assisting individuals and families in achieving self-sufficiency by helping them overcome the causes of poverty. The primary source of revenues is derived from governmental contracts. Services are provided through Southern New Hampshire Services, Inc., and SNHS Management Corporation.

Basis of Accounting

The Organization prepares its combined financial statements utilizing the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

Basis of Presentation

The combined financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (US GAAP), which require the Organization to report information regarding its financial position and activities according to the following net asset classifications. The classes of net assets are determined by the presence or absence of donor-imposed restrictions.

Net assets without donor restrictions - Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and the Board of Directors.

Net assets with donor restrictions - Net assets subject to stipulations imposed by donors, and grantors. Some donor restrictions are temporary in nature; those restrictions will be fulfilled and removed by actions of the Organization pursuant to those stipulations or by passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as an increase in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities.

As of July 31, 2024 and 2023, the Organization had no net assets with donor restrictions.

Combined Financial Statements

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

Southern New Hampshire Services, Inc and SNHS Management Corporation are governed by separate boards of directors and each Organization files its own form 990 with the IRS. See combining schedules on pages 25 and 26 of these financial statements.

Estimates

The preparation of combined financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reported period. Actual results may differ from these amounts.

Cash and Cash Equivalents

For the purpose of the combined statements of cash flows, the Organization considers all unrestricted highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. The Organization has no cash equivalents as of July 31, 2024 and 2023.

Current Vulnerabilities Due to Certain Concentrations

The Organization is operated in a heavily regulated environment. The operations of the Organization are subject to the administrative directives, rules and regulations of federal, state and local regulatory agencies. Such administrative directives, rules and regulations are subject to change by an act of Congress or Legislature. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the additional administrative burden, to comply with a change.

Concentration of Credit Risk

The Organization maintains its cash balances at several financial institutions located in New Hampshire and Maine. The balances are insured by the Federal Deposit Insurance Organization (FDIC) up to $250,000 per financial institution. In addition, on October 2, 2008, the Organization entered into an agreement with its principal banking partner to collateralize deposits in excess of the FDIC insurance limitation on some accounts. The balances, at times, may exceed amounts covered by the FDIC and collateralization agreements. It is the opinion of management that there is no significant risk with respect to these deposits at either July 31, 2024 and 2023.

Accounts and Grants Receivable

All accounts and grants receivable are stated at the amount management expects to collect from balances outstanding at year-end. The Organization uses historical loss information based on the aging of receivables as the basis to determine expected credit losses from receivables and believes that the composition of receivables at year-end is consistent with historical conditions as credit terms and practices and the client base has not changed significantly. The allowance for uncollectible accounts was estimated to be zero at July 31, 2024 and 2023, respectively.

Support and Revenue Recognition

Contracts with Customers

Program fees are reported at the amount that reflects the consideration to which the Organization expects to be entitled for providing childcare services to its clients.

Generally, the Organization bills customers and third-party payors several days after the services are performed. Revenue is recognized as performance obligations are satisfied. Performance obligations are determined based on the nature of the services provided by the Organization. The Organization measures the performance obligations of its childcare services to the point when it is no longer required to provide services to the client, which is generally weekly for childcare services. These services are considered to be a single performance obligation.

Revenue for performance obligations satisfied at a point in time is recognized when services are provided, and the Organization does not believe it is required to provide additional services to the client.

Based on the nature of services provided by the Organization and due to the fact that all of the Organization's performance obligations are related to contracts with a duration of less than one year, the Organization has elected to apply the optional exemption provided in FASB ASC 606-10-50-14(a) and, therefore is not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period.

The transaction price for childcare services is based on standard charges for services provided to clients. Under the terms of the State of New Hampshire Department of Health and Human Services childcare subsidy programs, reimbursement for childcare services provided may differ from established rates. It is the Organization's policy to set its rates to be consistent with current reimbursement rates. Therefore, amounts due do not include significant variable consideration subject to retroactive revenue adjustments due to settlement of reviews and audits.

Private Grant Revenue and Contributions
Private grant contributions are recognized when cash, securities or other assets, an unconditional promise to give, or notification of a beneficial interest is received. Conditional promises to give are not recognized until the conditions on which they depend have been substantially met. Support that is restricted by the donor is reported as an increase in net assets without donor restrictions, if the restriction expires in the reporting period in which the support is recognized. All other donor-restricted support is reported as an increase in net assets with donor restrictions, depending on the nature of the restriction. When a restriction expires, (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the combined statements of activities as net assets released from restrictions.

Grants and Support
Grant revenue is derived from various federal grant agreements and various state and private entity passthrough grant agreements and contracts to provide funding support of the Organization's programs and services provided by the Organization including childcare, child development, social, health, nutrition, employment, language, energy, and special needs services to families enrolled in the Organization's programs. The Organization has evaluated its grant agreements against applicable accounting standard guidance and determined that the grant agreements are contributions (nonreciprocal transaction) conditioned upon certain performance requirements and/or incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenses in compliance with specific provisions of the grant agreements.

Rental Revenue
The Organization derives revenues from the rental of apartment units. Revenues are recognized as income, monthly, when rents become due and control of the apartment units is transferred to the lessees. The individual leases are for a term of one year and are cancelable by the tenants. Control of the leased units is transferred to the lessee in an amount that reflects the consideration the Organization expects to be entitled to in exchange for the leased units. The cost incurred to obtain a lease will be expensed as incurred.

Refundable advances result from unexpended balances from these conditional contributions and will be subsequently recognized as contribution revenue when donor conditions are met. Federal and state grant revenue comprised approximately 85% and 95% of total revenue in the fiscal years ended July 31, 2024 and 2023, respectively.

In-Kind Donations
The Organization records various types of in-kind support including professional services and materials. Contributed professional services are recognized if the service received creates or enhances long-lived assets or requires specialized skill, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. Contributions of tangible assets are recognized at fair value when received. In-kind revenues and expenses for the years ended July 31, 2024 and 2023 are $3,634,310 and $1,406,827, respectively (See **Note 12**).

Investments
The Organization carries investments in marketable securities with readily determinable fair values and all investments in debt securities at their fair values in the combined statements of financial position. Unrealized gains and losses are included in the change in net assets in the accompanying combined statements of activities.

Property
Property acquired by the Organization is capitalized at cost if purchased or fair value if donated. It is the Organization's policy to capitalize expenditures for these items in excess of $5,000. Major additions and renewals are capitalized, while repairs and maintenance are expensed as incurred. Depreciation is calculated using the straight-line method over the estimated useful lives of the assets, which range from three to forty years. Depreciation expense for the years ended July 31, 2024 and 2023 was $876,403 and $719,153, respectively.

Property purchased with grant funds are owned by the Organization while used in the program for which they were purchased or in other future authorized programs. However, the various funding sources have a reversionary interest in the fixed assets purchased with grant funds. The disposition of property, as well as the ownership of any proceeds is subject to funding source regulations.

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

Income Taxes
Southern New Hampshire Services, Inc. and SNHS Management Corporation are exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and are not private foundations. As such, they are exempt from income tax on their exempt function income.

Functional Allocation of Expenses

The Organization allocates its expenses on a functional basis among its various programs and support services. Expenses that can be identified with a specific program and support services are allocated directly according to their natural expenditure classification. Other expenses, that are common to several functions, are allocated by management based on effort. Supporting services are those related to operating and managing the Organization and its programs on a day-to-day basis. Supporting services have been subclassified as follows:

Management and General – Includes all activities related to the Organization's internal management.

New Accounting Pronouncement

During the year ended July 31, 2024, the Organization adopted FASB ASU 2016-13, *Financial Instruments–Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, as amended, which modifies the measurement of expected credit losses on certain financial instruments. The Organization adopted this new guidance utilizing the modified retrospective transition method. The adoption of this Standard did not have a material impact on the Organization's financial statements.

NOTE 2. RESTRICTED CASH

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

NOTE 3. FAIR VALUE MEASUREMENT

ASC Topic No. 825-10, Financial Instruments, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with FASB ASC 820, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, FASB ASC 820 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under FASB ASC 820 are described as follows:

Level 1 - Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at July 31, 2024 and 2023.

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

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

	2024			
	Level 1	Level 2	Level 3	Total
Total mutual funds at fair value	$9,456,835	$ -	$ -	$ 9,456,835

	2023			
	Level 1	Level 2	Level 3	Total
Total mutual funds at fair value	$10,089,918	$ -	$ -	$10,089,918

NOTE 4. INVESTMENTS

The Organization's investments are presented in the financial statements in the aggregate at fair value and consisted of the following as of July 31:

	2024		2023	
	Market Value	Cost	Market Value	Cost
Mutual Funds	$ 9,456,835	$ 8,165,348	$10,089,918	$ 9,694,288

The Organization had unrealized gains on investments of $895,857 at July 31, 2024 and unrealized losses of $60,130, at July 31, 2023.

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

	2024	2023
Fair value – beginning of year	$ 10,089,918	$ 9,696,836
Dividends and capital gains, reinvested	280,096	453,212
Withdrawals	(1,700,000)	-
Realized loss	(109,036)	-
Unrealized gain (loss)	895,857	(60,130)
Fair value – end of year	$ 9,456,835	$ 10,089,918

NOTE 5. LIQUIDITY AND AVAILABILITY

The Organization's financial assets available for expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date comprise the following as of July 31:

	2024	2023
Cash	$ 9,539,517	$10,382,755
Investments	9,456,835	10,089,918
Grants receivable	4,269,703	4,657,945
Accounts receivable	836,027	1,075,088
Total financial assets available within one year	$24,102,082	$26,205,706

None of the financial assets are subject to donor or other contractual restrictions. Accordingly, all such funds are available to meet the needs of the Organization in the next 12 months. In addition, the Organization maintains several reserve funds for property taxes, insurance expenses, and repair and replacement or emergency needs which are required by financing authorities. These funds may be withdrawn only with the approval of the financing authority and are not considered by the Organization to have donor restrictions.

The Organization manages its liquidity by developing and adopting annual operating budgets that provide sufficient funds for general expenditures in meeting its liabilities and other obligations as they become due.

NOTE 6. LONG TERM DEBT

The long term debt at July 31, 2024 and 2023 consisted of the following:

	2024	2023
SNHS, Inc.		
Mortgage payable to bank, secured by real estate located on Temple St., Nashua, NH, payable in monthly installments of $2,182 plus interest through 2030. Interest is at 4.00% at July 31, 2024 and 2023.	$ 142,695	$ 162,615

SNHS Management Corporation	2024	2023
Mortgage payable to City of Manchester, secured by real estate located in Manchester, NH. A balloon payment of $11,275 was due on June 30, 2010. Interest is at 0.00%. SNHS, Inc. is currently negotiating with the City of Manchester to obtain forgiveness.	11,275	11,275
Mortgage payable to New Hampshire Housing secured by real estate located on Pleasant St., Epping, NH, payable in monthly installments of $1,084 including interest through 2042. Interest is at 3.50%.	167,790	174,800
Mortgage payable to MH Parsons and Sons Lumber, secured by real estate located on Crystal Ave., Derry, NH, payable in monthly installments of $3,715 including interest through 2031. Interest is at 5.50%.	266,628	295,423
Mortgage payable to New Hampshire Housing secured by real estate located in Deerfield, NH, payable in monthly installments of $3,327 including interest through 2033. Interest is at 7.00%.	269,514	289,789
Mortgage payable to New Hampshire Housing secured by real estate located in Deerfield, NH with annual principal repayments equal to 25% of cash surplus due through 2032. Interest is at 0.00%.	392,925	392,925
Mortgage payable to New Hampshire Housing secured by real estate located in Deerfield, NH with annual principal repayments equal to 25% of cash surplus due through 2032. Interest is at 0.00%.	150,000	150,000
	1,400,827	1,476,827
Less: current portion due within one year	91,766	87,597
	$ 1,309,061	$ 1,389,230

The schedule of maturities of long term debt at July 31, 2024 is as follows:

Year Ending July 31	Amount
2025	$ 91,766
2026	84,899
2027	89,564
2028	94,498
2029	99,719
Thereafter	940,381
Total	$ 1,400,827

NOTE 7. OPERATING LEASES

The Organization leases various facilities under several operating leases. Total lease payments for the years ended July 31, 2024 and 2023 equaled $526,222 and $694,135, respectively. The leases expire at various times. Some of the leases contain renewal options that are contingent upon federal funding, and some contain renewal options subject to renegotiation of lease terms.

The schedule of future minimum lease payments at July 31, 2024 for the operating leases is as follows:

Year Ending July 31	Amount
2025	$ 78,346
2026	22,092
2027	10,410
2028	6,000
2029	6,000
Total	$ 122,848

Subsequent to year end the Organization entered into a 36 month operating lease for September 2024 through August 2027.

NOTE 8. ACCRUED COMPENSATED BALANCES

At July 31, 2024 and 2023 the Organization accrued a liability for future annual leave time that its employees had earned in the amount of $405,259 and $421,706, respectively. Any hours not used by the end of the calendar year are forfeited.

NOTE 9. RETIREMENT BENEFITS

The Organization has an Employer-Sponsored 403(b) plan offering coverage to all of its employees. Participating employees must contribute at least 1% of their wages, while the Organization contributes 10% of their wages. The retirement benefit expense for the years ended July 31, 2024 and 2023 was $923,997 and $994,266, respectively.

NOTE 10. FORGIVENESS OF DEBT

During the year ended July 31, 2023, the Organization realized forgiveness of debt income in connection with three mortgage payables to the City of Nashua. The real estate located in Nashua, New Hampshire remained as low-income housing for a length that satisfied the criteria for debt forgiveness from the City of Nashua. Forgiveness of debt income totaled $440,000 for the year ended July 31, 2023 on the accompanying combined statement of activities. There was no forgiveness of debt recognized for the year ended July 31, 2024.

NOTE 11. RISKS AND UNCERTAINTIES

Cotton Mill Square

In 2015, SNHS Management Corporation entered into a contract as part of the Community Development Investment Tax Credit Program with the Community Development Finance Authority (CDFA) and was awarded $1,000,000 to provide funding for the development and adaptive reuse of an abandoned historic cotton mill in downtown Nashua, New Hampshire. Under this program, the Project (Cotton Mill Square) created 109 units of housing and was required to reserve 55 of these units for low to moderate income households.

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

The Cotton Mill Square Project was awarded the certificate of occupancy on August 22, 2014 and remains in full compliance with the required regulations as of July 31, 2024 and 2023. SNHS Management Corporation feels that it is extremely unlikely that the Project will fall into noncompliance in future periods. Therefore, SNHS Management Corporation has not recorded any contingent receivable or liability related to this transaction. The note repayment is accelerated if the units fall out of compliance.

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

NOTE 12 IN-KIND CONTRIBUTIONS/SERVICES

The Organization records the value of in-kind contributions according to the accounting policies described in **Note 1**.

The fair value of gifts in kind included contributions in the financial statements and the corresponding program expenses for the year ended July 31, 2024 and 2023, is as follows:

	2023	2022
Volunteer hours		
Head Start and Early Head Start	$3,634,310	$1,406,827

NOTE 13. RECLASSIFICATIONS

Certain reclassifications have been made to the prior year's financial statements, which were taken from the July 31, 2024 financial statements, to conform to the current year presentation.

NOTE 14. SUBSEQUENT EVENTS

Management has made an evaluation of subsequent events through March 31, 2025, which represents the date on which the combined financial statements were available to be issued and determined that any subsequent events that would require recognition or disclosure have been considered in the preparation of these combined financial statements.

SUPPLEMENTAL INFORMATION

(See Independent Auditors' Report)

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

COMBINING SCHEDULE OF FINANCIAL POSITION
JULY 31, 2024

	SNHS, Inc.	SNHS Management Corporation	Sub-Total	Elimination	Total
ASSETS					
CURRENT ASSETS					
Cash	$ 334,660	$ 9,204,857	$ 9,539,517	$ -	$ 9,539,517
Investments	-	9,456,835	9,456,835	-	9,456,835
Grants receivable	4,253,183	16,520	4,269,703	-	4,269,703
Accounts receivable	-	836,027	836,027	-	836,027
Prepaid expenses	36,169	153,316	189,485	-	189,485
Due from related parties	4,717,065	(2,390,917)	2,326,148	(2,326,148)	-
Total current assets	9,341,077	17,276,638	26,617,715	(2,326,148)	24,291,567
PROPERTY					
Land	646,805	3,519,670	4,166,475	-	4,166,475
Buildings and improvements	4,848,399	13,222,677	18,071,076	-	18,071,076
Vehicles and equipment	1,372,850	271,501	1,644,351	-	1,644,351
Total property	6,868,054	17,013,848	23,881,902	-	23,881,902
Less: accumulated depreciation	2,074,301	4,832,895	6,907,196	-	6,907,196
Total property, net	4,793,753	12,180,953	16,974,706	-	16,974,706
OTHER ASSETS					
Restricted cash	26,700	504,120	530,820	-	530,820
TOTAL ASSETS	$ 14,161,530	$ 29,961,711	$ 44,123,241	$ (2,326,148)	$ 41,797,093
LIABILITIES AND NET ASSETS					
CURRENT LIABILITIES					
Current portion of long term debt	$ 20,780	$ 70,986	$ 91,766	$ -	$ 91,766
Accounts payable	746,105	544,930	1,291,035	-	1,291,035
Accrued payroll and related expenses	399,193	1,911,431	2,310,624	-	2,310,624
Accrued compensated absences	-	405,259	405,259	-	405,259
Other liabilities	121,360	178,315	299,675	-	299,675
Refundable advances	535,059	521,701	1,056,760	-	1,056,760
Tenant security deposits	26,700	54,012	80,712	-	80,712
Due to related parties	2,390,917	(64,769)	2,326,148	(2,326,148)	-
Total current liabilities	4,240,114	3,621,865	7,861,979	(2,326,148)	5,535,831
LONG TERM LIABILITIES					
Long term debt, less current portion shown above	121,915	1,187,146	1,309,061	-	1,309,061
Total liabilities	4,362,029	4,809,011	9,171,040	(2,326,148)	6,844,892
NET ASSETS					
Without donor restrictions	9,799,501	25,152,700	34,952,201	-	34,952,201
TOTAL LIABILITIES AND NET ASSETS	$ 14,161,530	$ 29,961,711	$ 44,123,241	$ (2,326,148)	$ 41,797,093

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

COMBINING SCHEDULE OF ACTIVITIES
FOR THE YEAR ENDED JULY 31, 2024

	SNHS, Inc.	SNHS Management Corporation	Sub-Total	Elimination	Total
REVENUES, GAINS AND OTHER SUPPORT					
Grant revenue	$ 40,037,178	$ -	$ 40,037,178	$ -	$ 40,037,178
Program service fees	461,213	769,868	1,231,081	(476,680)	754,401
Local funding	-	277,042	277,042	-	277,042
Rental income	-	1,161,065	1,161,065	(230,941)	930,124
Gifts and other contributions	296,504	903	297,407	-	297,407
Interest and dividend income	120	293,496	293,616	-	293,616
Realized loss on investments	-	(109,036)	(109,036)	-	(109,036)
Unrealized gain on investments	-	895,857	895,857	-	895,857
Miscellaneous	124,983	137,649	262,632	-	262,632
In-kind contributions	3,634,310	-	3,634,310	-	3,634,310
Gain (loss) on disposal of property	(42,424)	50	(42,374)	-	(42,374)
Total revenues, gains and other support	44,511,884	3,426,894	47,938,778	(707,621)	47,231,157
EXPENSES					
Program services					
Child development	13,483,130	-	13,483,130	(121,522)	13,361,608
Community services	1,943,519	-	1,943,519	(223,617)	1,719,902
Economic and workforce development	4,171,618	-	4,171,618	(12,530)	4,159,088
Energy	16,055,130	-	16,055,130	(71,801)	15,983,329
Language and literacy	202,317	-	202,317	-	202,317
Housing and homeless	1,102,739	-	1,102,739	(13,654)	1,089,085
Nutrition and health	2,092,160	-	2,092,160	(13,692)	2,078,468
Special projects	2,156,587	-	2,156,587	(148,174)	2,008,413
Volunteer services	130,692	-	130,692	-	130,692
SNHS Management Corporation	-	2,234,674	2,234,674	(99,477)	2,135,197
Total program services	41,337,892	2,234,674	43,572,566	(704,467)	42,868,099
Supporting activities					
Management and general	2,041,995	-	2,041,995	(3,154)	2,038,841
Total expenses	43,379,887	2,234,674	45,614,561	(707,621)	44,906,940
CHANGE IN NET ASSETS	1,131,997	1,192,220	2,324,217	-	2,324,217
NET ASSETS, BEGINNING OF YEAR	8,667,504	23,960,480	32,627,984	-	32,627,984
NET ASSETS, END OF YEAR	$ 9,799,501	$ 25,152,700	$ 34,952,201	$ -	$ 34,952,201

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

STATEMENTS OF FINANCIAL POSITION
JULY 31, 2024 AND 2023

ASSETS

	2024	2023
CURRENT ASSETS		
Cash	$ 18,637	$ 18,114
Prepaid expenses	10,048	9,492
Total current assets	28,685	27,606
RESTRICTED CASH		
Insurance escrow	3,212	1,074
Tax escrow	5,757	4,767
Replacement reserves	49,837	42,339
Operating reserve	57,112	55,427
Total restricted cash	115,918	103,607
PROPERTY		
Land	166,600	166,600
Buildings and improvements	598,178	598,178
Total property	764,778	764,778
Less accumulated depreciation	128,407	110,812
Property, net	636,371	653,966
OTHER ASSETS		
Tenant security deposits	14,349	13,504
TOTAL ASSETS	$ 795,323	$ 798,683

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Current portion of mortgage note payable	$ 7,259	$ 7,010
Accounts payable	5,077	4,364
Accrued expenses	110	328
Total current liabilities	12,446	11,702
LONG TERM LIABILITIES		
Due to affiliate	64,392	47,697
Mortgage note payable, less current portion as shown above	160,531	167,790
Tenant security deposits	14,349	13,504
Total long term liabilities	239,272	228,991
Total liabilities	251,718	240,693
NET ASSETS WITHOUT DONOR RESTRICTIONS	543,605	557,990
TOTAL LIABILITIES AND NET ASSETS	$ 795,323	$ 798,683

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

STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED JULY 31, 2024 AND 2024

	2024	2023
INCOME		
Rental income	$ 180,587	$ 171,902
Interest income	8	8
Interest income restricted	3,416	2,537
Other income	4,295	3,680
Total income	188,306	178,127
OPERATING EXPENSES		
Administrative	44,130	43,135
Utilities	49,814	42,357
Maintenance	50,232	74,601
General	34,914	29,371
Total operating expenses	179,090	189,464
INTEREST EXPENSE	6,006	6,247
INCOME (LOSS) BEFORE DEPRECIATION	3,210	(17,584)
Depreciation	17,595	17,596
CHANGE IN NET ASSETS	(14,385)	(35,180)
NET ASSETS, BEGINNING OF YEAR	557,990	593,170
NET ASSETS, END OF YEAR	$ 543,605	$ 557,990

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

SCHEDULES OF RENTAL OPERATIONS EXPENSES
FOR THE YEARS ENDED JULY 31, 2024 AND 2023

	2024	2023
ADMINISTRATIVE EXPENSES		
Management fee	$ 14,400	$ 14,400
Salaries and wages	16,239	11,803
Fringe benefits	4,332	3,376
Legal	123	4,443
Telephone	240	399
Other administrative expenses	8,796	8,714
Total administrative expenses	44,130	43,135
UTILITIES		
Electricity	19,515	17,226
Fuel	15,938	12,218
Water and sewer	14,361	12,913
Total utility expenses	49,814	42,357
MAINTENANCE		
Trash removal	2,792	2,512
Snow removal	9,276	16,214
Elevator repairs and contract	3,707	3,482
Custodial supplies	43	15
Repairs, materials	25,716	44,680
Repairs, contract	8,698	7,698
Total maintenance expense	50,232	74,601
INTEREST, NHH MORTGAGE NOTE	6,006	6,247
DEPRECIATION	17,595	17,596
GENERAL EXPENSE		
Real estate taxes	23,071	20,392
Payroll taxes	1,241	902
Retirement benefits	1,138	1,074
Workman's compensation	485	553
Insurance	8,979	6,450
Total general expense	34,914	29,371
TOTAL RENTAL OPERATIONS EXPENSES	$ 202,691	$ 213,307

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

SCHEDULES OF RECEIPTS AND DISBURSEMENTS
FOR THE YEARS ENDED JULY 31, 2024 AND 2023

	2024	2023
SOURCES OF FUNDS:		
Rental operations		
INCOME		
Tenant paid rent	$ 166,485	$ 157,554
HAP rent subsidy	14,102	14,348
Total rental receipts	180,587	171,902
Interest income	3,424	2,545
Service income	2,900	2,345
Other income	1,395	1,335
Total rental operations receipts	188,306	178,127
EXPENSES		
Administrative	43,934	43,213
Utilities	48,926	43,426
Maintenance	50,351	74,259
General	35,940	32,215
Interest	6,006	6,247
Total rental operations disbursements	185,157	199,360
CASH PROVIDED BY (USED IN) RENTAL OPERATIONS BEFORE AMORTIZATION OF MORTGAGE	3,149	(21,233)
AMORTIZATION OF MORTGAGE	(7,010)	(6,769)
CASH USED IN RENTAL OPERATIONS AFTER DEBT SERVICE	(3,861)	(28,002)
OTHER DISBURSEMENTS		
Net receipts from management agent	16,695	18,122
Net withdrawals (deposits) from reserve accounts	(12,311)	11,745
NET INCREASE IN CASH	523	1,865
CASH, BEGINNING OF YEAR	18,114	16,249
CASH, END OF YEAR	$ 18,637	$ 18,114

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

SCHEDULES OF RESTRICTED CASH RESERVES AND ESCROWS
FOR THE YEARS ENDED JULY 31, 2024 AND 2023

DESCRIPTION OF FUND:		Deposits		Withdrawals	
Restricted Accounts:	**Balance Beginning of Year**	**Funding of Reserves**	**Interest Earned**	**Expenditures**	**Balance End of Year**
For the Year Ended July 31, 2024					
Operating reserve	$ 55,427	$ -	$ 1,685	$ -	$ 57,112
Insurance escrow	1,074	10,169	121	(8,152)	3,212
Tax escrow	4,767	24,022	188	(23,220)	5,757
Replacement reserve	42,339	13,800	1,422	(7,724)	49,837
TOTAL RESTRICTED CASH RESERVES AND ESCROWS	$ 103,607	$ 47,991	$ 3,416	$ (39,096)	$ 115,918
For the Year Ended July 31, 2023					
Operating reserve	$ 79,495	$ -	$ 1,523	$ (25,591)	$ 55,427
Insurance escrow	3,120	6,204	114	(8,364)	1,074
Tax escrow	4,959	20,527	139	(20,858)	4,767
Replacement reserve	27,778	13,800	761	-	42,339
TOTAL RESTRICTED CASH RESERVES AND ESCROWS	$ 115,352	$ 40,531	$ 2,537	$ (54,813)	$ 103,607

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

SCHEDULES OF SURPLUS CASH
FOR THE YEARS ENDED JULY 31, 2024 AND 2023

	2024	2023
Net loss	$ (14,385)	$ (35,180)
Add:		
Depreciation	17,595	17,596
Expenditures from reserve accounts not capitalized	7,724	-
Deduct:		
Interest income from reserve accounts	(3,416)	(2,537)
Required principal payments	(7,010)	(6,769)
Required payments to replacement reserves	(13,800)	(13,800)
Cash deficit	$ (13,292)	$ (40,690)

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

YEAR-TO-DATE COMPILATION OF OWNERS' FEE/DISTRIBUTION
FOR THE YEARS ENDED JULY 31, 2024 AND 2023

Year	Maximum Allowable Distribution	Distributions Received	Balance
12/31/2001	$ 243,855	$ -	$ 243,855
12/31/2002	243,855	-	487,710
12/31/2003	243,855	5,895	725,670
12/31/2004	243,855	7,200	962,325
12/31/2005	243,855	-	1,206,180
12/31/2006	243,855	6,120	1,443,915
12/31/2007	243,855	-	1,687,770
12/31/2008	243,855	-	1,931,625
12/31/2009	243,855	-	2,175,480
12/31/2010	243,855	-	2,419,335
12/31/2011	243,855	-	2,663,190
12/31/2012	243,855	-	2,907,045
12/31/2013	243,855	7,200	3,143,700
12/31/2014	243,855	-	3,387,555
12/31/2015	243,855	-	3,631,410
7/31/2016	142,249	-	3,773,659
7/31/2017	243,855	-	4,017,514
7/31/2018	243,855	-	4,261,369
7/31/2019	243,855	-	4,505,224
7/31/2020	243,855	-	4,749,079
7/31/2021	243,855	-	4,992,934
7/31/2022	243,855	-	5,236,789
7/31/2023	243,855	-	5,480,644
7/31/2024	243,855	-	5,724,499

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

STATEMENTS OF FINANCIAL POSITION
JULY 31, 2024 AND 2023

ASSETS

	2024	2023
CURRENT ASSETS		
Cash	$ 23,178	$ 18,628
Prepaid expenses	17,094	12,694
Total current assets	40,272	31,322
RESTRICTED CASH		
Replacement reserves	59,916	97,522
Total restricted cash	59,916	97,522
PROPERTY		
Land	176,000	176,000
Buildings and improvements	1,191,515	1,191,515
Total property	1,367,515	1,367,515
Less accumulated depreciation	255,279	220,105
Property, net	1,112,236	1,147,410
OTHER ASSETS		
Tenant security deposits	19,173	17,977
TOTAL ASSETS	$ 1,231,597	$ 1,294,231

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	5,784	5,232
Deferred revenue	13,576	-
Accrued expenses	1,687	1,287
Total current liabilities	21,047	6,519
LONG TERM LIABILITIES		
Due to affiliate	119,831	119,427
Tenant security deposits	19,173	17,977
Total long term liabilities	139,004	137,404
Total liabilities	160,051	143,923
NET ASSETS WITHOUT DONOR RESTRICTIONS	1,071,546	1,150,308
TOTAL LIABILITITES AND NET ASSETS	$ 1,231,597	$ 1,294,231

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

STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED JULY 31, 2024 AND 2023

	2024	2023
INCOME		
Rental income	$ 213,637	$ 209,138
Interest income	11	12
Interest income restricted	28	68
Other income	1,807	1,683
Total income	215,483	210,901
OPERATING EXPENSES		
Administrative	80,805	89,901
Utilities	68,719	66,959
Maintenance	65,285	93,611
General	44,262	39,347
Total operating expenses	259,071	289,818
LOSS BEFORE DEPRECIATION AND FORGIVENESS OF DEBT	(43,588)	(78,917)
Depreciation	(35,174)	(34,332)
Forgiveness of debt	-	270,000
CHANGE IN NET ASSETS	(78,762)	156,751
NET ASSETS, BEGINNING OF YEAR	1,150,308	993,557
NET ASSETS, END OF YEAR	$ 1,071,546	$ 1,150,308

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

SCHEDULES OF RENTAL OPERATIONS EXPENSES
FOR THE YEARS ENDED JULY 31, 2024 AND 2023

	2024	2023
ADMINISTRATIVE EXPENSES		
Management fee	$ 17,688	$ 17,688
Salaries and wages	47,944	50,761
Fringe benefits	4,486	5,912
Legal	2,355	6,172
Telephone	120	119
Other administrative expenses	8,212	9,249
Total administrative expenses	80,805	89,901
UTILITIES		
Electricity	26,887	29,620
Fuel	28,718	24,853
Water and sewer	13,114	12,486
Total utility expenses	68,719	66,959
MAINTENANCE		
Trash removal	2,792	3,265
Snow removal	9,838	10,956
Elevator repairs and contract	7,055	6,079
Custodial supplies	1,415	543
Repairs, materials	38,314	66,772
Repairs, contract	5,871	5,996
Total maintenance expense	65,285	93,611
DEPRECIATION	35,174	34,332
GENERAL EXPENSE		
Real estate taxes	19,703	19,563
Payroll taxes	3,652	3,871
Retirement benefits	3,686	2,436
Workman's compensation	1,024	1,648
Insurance	16,197	11,829
Total general expense	44,262	39,347
TOTAL RENTAL OPERATIONS EXPENSES	$ 294,245	$ 324,150

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

SCHEDULES OF RECEIPTS AND DISBURSEMENTS
FOR THE YEARS ENDED JULY 31, 2024 AND 2023

	2024	2023
SOURCES OF FUNDS:		
Rental operations		
INCOME		
Tenant paid rent	$ 199,922	$ 179,903
HAP rent subsidy	13,715	29,235
Total rental receipts	213,637	209,138
Interest income	39	80
Service income	1,807	1,683
Other	13,576	-
Total rental operations receipts	229,059	210,901
EXPENSES		
Administrative	80,965	89,155
Utilities	70,864	64,314
Maintenance	62,028	95,532
General	48,662	41,273
Total rental operations disbursements	262,519	290,274
CASH USED IN RENTAL OPERATIONS	(33,460)	(79,373)
OTHER DISBURSEMENTS		
Net receipts from management agent	404	225
Net withdrawals from reserve accounts	37,606	94,669
Purchase of property	-	(16,910)
NET INCREASE (DECREASE) IN CASH	4,550	(1,389)
CASH, BEGINNING OF YEAR	18,628	20,017
CASH, END OF YEAR	$ 23,178	$ 18,628

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

SCHEDULES OF RESTRICTED CASH RESERVES AND ESCROWS
FOR THE YEARS ENDED JULY 31, 2024 AND 2023

DESCRIPTION OF FUND:		Deposits		Withdrawals	
Restricted Accounts:	**Balance Beginning of Year**	**Funding of Reserves**	**Interest Earned**	**Expenditures**	**Balance End of Year**
For the Year Ended July 31, 2024					
Replacement reserve	$ 97,522	$ 15,600	$ 28	$ (53,234)	$ 59,916
TOTAL RESTRICTED CASH RESERVES AND ESCROWS	$ 97,522	$ 15,600	$ 28	$ (53,234)	$ 59,916
For the Year Ended July 31, 2023					
Operating reserve	$ 70,051	$ -	$ 20	$ (70,071)	$ -
Tax escrow	6,556	-	2	(6,558)	-
Replacement reserve	115,584	15,600	46	(33,708)	97,522
TOTAL RESTRICTED CASH RESERVES AND ESCROWS	$ 192,191	$ 15,600	$ 68	$ (110,337)	$ 97,522

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

SCHEDULES OF SURPLUS CASH
FOR THE YEARS ENDED JULY 31, 2024 AND 2023

	2024	2023
Net income (loss)	$ (78,762)	$ 156,751
Add:		
Depreciation	35,174	34,332
Reserve for replacement withdrawals not capitalized	53,234	33,708
Deduct:		
Interest income from reserve accounts	(28)	(68)
Required payments to replacement reserves	(15,600)	(15,600)
Add other NHHFA approved items:		
Forgiveness of debt income	-	(270,000)
Cash deficit	$ (5,982)	$ (60,877)

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

STATEMENTS OF FINANCIAL POSITION
JULY 31, 2024 AND 2023

ASSETS

	2024	2023
CURRENT ASSETS		
Cash	$ 38,195	$ 52,119
Prepaid expenses	12,596	9,378
Total current assets	50,791	61,497
RESTRICTED CASH		
Insurance escrow	2,863	950
Tax escrow	7,513	5,728
Replacement reserves	232,035	213,685
Operating reserves	71,656	69,541
Total restricted cash	314,067	289,904
PROPERTY		
Land	211,000	211,000
Buildings and improvements	932,700	932,700
Total property	1,143,700	1,143,700
Less accumulated depreciation	149,225	124,370
Property, net	994,475	1,019,330
OTHER ASSETS		
Tenant security deposits	15,580	16,159
TOTAL ASSETS	$ 1,374,913	$ 1,386,890

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Current portion of mortgage note payable	$ 21,741	$ 20,275
Accounts payable	2,707	971
Accrued expenses	802	552
Total current liabilities	25,250	21,798
LONG TERM LIABILITIES		
Due to affiliate	69,444	73,732
Mortgage note payable, less current portion as shown above	790,698	812,439
Tenant security deposits	15,580	16,159
Total long term liabilities	875,722	902,330
Total liabilities	900,972	924,128
NET ASSETS WITHOUT DONOR RESTRICTIONS	473,941	462,762
TOTAL LIABILITIES AND NET ASSETS	$ 1,374,913	$ 1,386,890

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

STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED JULY 31, 2024 AND 2023

	2024	2023
INCOME		
Rental income	$ 261,344	$ 260,356
Interest income	28	37
Interest income restricted	9,206	6,079
Other income	4,259	3,950
Total income	274,837	270,422
OPERATING EXPENSES		
Administrative	46,304	52,690
Utilities	37,608	37,510
Maintenance	94,193	92,814
General	41,055	38,206
Total operating expenses	219,160	221,220
INTEREST EXPENSE	19,643	21,009
INCOME BEFORE DEPRECIATION	36,034	28,193
Depreciation	24,855	24,855
CHANGE IN NET ASSETS	11,179	3,338
NET ASSETS, BEGINNING OF YEAR	462,762	459,424
NET ASSETS, END OF YEAR	$ 473,941	$ 462,762

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

SCHEDULES OF RENTAL OPERATIONS EXPENSES
FOR THE YEARS ENDED JULY 31, 2024 AND 2023

	2024	2023
ADMINISTRATIVE EXPENSES		
Advertising	$ 90	$ 500
Management fee	18,000	18,000
Salaries and wages	18,851	24,180
Fringe benefits	553	661
Telephone	239	237
Other administrative expenses	8,571	9,112
Total administrative expenses	46,304	52,690
UTILITIES		
Electricity	19,811	19,092
Fuel	11,087	12,381
Water and sewer	6,710	6,037
Total utility expenses	37,608	37,510
MAINTENANCE		
Trash removal	3,053	2,737
Snow removal	24,097	25,370
Repairs, materials	51,162	50,691
Repairs, contract	15,881	14,016
Total maintenance expense	94,193	92,814
INTEREST	19,643	21,009
DEPRECIATION	24,855	24,855
GENERAL EXPENSE		
Real estate taxes	27,918	26,617
Payroll taxes	1,441	1,849
Retirement benefits	1,885	1,349
Workman's compensation	563	1,157
Insurance	9,248	7,234
Total general expense	41,055	38,206
TOTAL RENTAL OPERATIONS EXPENSES	$ 263,658	$ 267,084

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

SCHEDULES OF RECEIPTS AND DISBURSEMENTS
FOR THE YEARS ENDED JULY 31, 2024 AND 2023

	2024	2023
SOURCES OF FUNDS:		
Rental operations		
INCOME		
Tenant paid rent	$ 144,920	$ 124,060
HAP rent subsidy	116,424	124,601
Total rental receipts	261,344	248,661
Interest income	9,234	6,116
Service income	2,715	2,510
Other income	1,544	1,440
Total rental operations receipts	274,837	258,727
EXPENSES		
Administrative	45,980	52,989
Utilities	36,664	39,292
Maintenance	93,475	93,861
General	44,273	38,910
Interest	19,643	21,009
Total rental operations disbursements	240,035	246,061
CASH PROVIDED BY RENTAL OPERATIONS BEFORE AMORTIZATION OF MORTGAGE	34,802	12,666
AMORTIZATION OF MORTGAGE	(20,275)	(18,909)
CASH PROVIDED BY (USED IN) RENTAL OPERATIONS AFTER DEBT SERVICE	14,527	(6,243)
OTHER DISBURSEMENTS		
Fixed asset addition placed in service prior year paid in current year	-	(25,500)
Net payments from management agent	(4,288)	(10,626)
Net deposits from reserve accounts	(24,163)	(4,807)
NET DECREASE IN CASH	(13,924)	(47,176)
CASH, BEGINNING OF YEAR	52,119	99,295
CASH, END OF YEAR	$ 38,195	$ 52,119

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

SCHEDULES OF RESTRICTED CASH RESERVES AND ESCROWS
FOR THE YEARS ENDED JULY 31, 2024 AND 2023

DESCRIPTION OF FUND:		Deposits		Withdrawals	
Restricted Accounts:	**Balance Beginning of Year**	**Funding of Reserves**	**Interest Earned**	**Expenditures**	**Balance End of Year**
For the Year Ended July 31, 2024					
Operating reserve	$ 69,541	$ -	$ 2,115	$ -	$ 71,656
Insurance escrow	950	8,822	106	(7,015)	2,863
Tax escrow	5,728	30,717	223	(29,155)	7,513
Replacement reserve	213,685	27,000	6,762	(15,412)	232,035
TOTAL RESTRICTED CASH RESERVES AND ESCROWS	$ 289,904	$ 66,539	$ 9,206	$ (51,582)	$ 314,067
For the Year Ended July 31, 2023					
Operating reserve	$ 68,049	$ -	$ 1,492	$ -	$ 69,541
Insurance escrow	2,761	5,483	101	(7,395)	950
Tax escrow	6,414	25,876	174	(26,736)	5,728
Replacement reserve	207,873	27,000	4,312	(25,500)	213,685
TOTAL RESTRICTED CASH RESERVES AND ESCROWS	$ 285,097	$ 58,359	$ 6,079	$ (59,631)	$ 289,904

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

SCHEDULES OF SURPLUS CASH
FOR THE YEARS ENDED JULY 31, 2024 AND 2023

	2024	2023
Net income	$ 11,179	$ 3,338
Add:		
Depreciation	24,855	24,855
Expenditures from reserve accounts not capitalized	15,412	-
Deduct:		
Interest income from reserve accounts	(9,206)	(6,079)
Required principal payments	(20,275)	(18,909)
Required payments to replacement reserves	(27,000)	(27,000)
Cash deficit	$ (5,035)	$ (23,795)

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

YEAR-TO-DATE COMPILATION OF OWNERS' FEE/DISTRIBUTION
FOR THE YEARS ENDED JULY 31, 2024 AND 2023

Year	Maximum Allowable Distribution	Distributions Received	Balance
12/31/2003	$ 113,850	$ -	$ 113,850
12/31/2004	113,850	-	227,700
12/31/2005	113,850	-	341,550
12/31/2006	113,850	-	455,400
12/31/2007	113,850	-	569,250
12/31/2008	113,850	-	683,100
12/31/2009	113,850	-	796,950
12/31/2010	113,850	-	910,800
12/31/2011	113,850	-	1,024,650
12/31/2012	113,850	-	1,138,500
12/31/2013	113,850	-	1,252,350
12/31/2014	113,850	-	1,366,200
12/31/2015	113,850	-	1,480,050
12/31/2016	113,850	-	1,593,900
12/31/2017	113,850	-	1,707,750
7/31/2018	66,413	-	1,774,163
7/31/2019	113,850	-	1,888,013
7/31/2020	113,850	-	2,001,863
7/31/2021	113,850	-	2,115,713
7/31/2022	113,850	-	2,229,563
7/31/2023	113,580	-	2,343,143
7/31/2024	113,580	-	2,456,723

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF EXPENDITURES OF FEDERAL AND NON-FEDERAL AWARDS
FOR THE YEAR ENDED JULY 31, 2024

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	ASSISTANCE LISTING NUMBER	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S NUMBER	FEDERAL EXPENDITURE	
U.S. Department of Agriculture					
Special Supplemental Nutrition Program for					
Women, Infants, and Children (WIC)	10.557	State of NH, Department of Health & Human Services	234NH703W1003	$ 1,166,924	
Breastfeeding Peer Counselor Program (BFCP)	10.557	State of NH, Department of Health & Human Services	234NH743W5003	59,131	1,226,055
Child and Adult Care Food Program	10.558	State of NH, Department of Education			832,452
Food Distribution Cluster					
Commodity Supplemental Food Program	10.565	Community Action Program Belknap-Merrimack Counties	202220Y800544		29,748
Child Nutrition Cluster					
Summer Food Service Program for Children	10.559	State of NH, Department of Education			142,563
Total U.S. Department of Agriculture					$ 2,230,818
U.S. Department of Housing and Urban Development					
Emergency Solutions Grant Program	14.231	State of NH, DHHS, Bureau of Homeless & Housing	E-21-DC-33-0001	$ 5,404	
Emergency Solutions Grant Program	14.231	State of NH, DHHS, Bureau of Homeless & Housing	E-21-DC-33-0001	129,595	134,999
Continuum of Care	14.267	State of NH, DHHS, Bureau of Homeless & Housing	NH0096L1T002207		67,664
Section 8 Project-Based Cluster					
Section 8 Moderate Rehabilitation Single Room Occupancy	14.249				287,758
Total U.S. Department of Housing and Urban Development					$ 490,421
U.S. Department of Labor					
WIOA Cluster					
WIOA Adult Program	17.258	State of NH, Dept of Resources and Economic Development	02-6000618		$ 2,903,199
Total U.S. Department of Labor					$ 2,903,199
U.S. Department of Education					
Adult Education - Basic Grants to States	84.002	State of NH, Department of Education	67011-ABE Manchester		$ 76,424
Total U.S. Department of Education					$ 76,424
U.S. Department of Treasury					
Emergency Rental Assistance Program	21.023	New Hampshire Housing	ERAE0019	$ 77,751	
Emergency Rental Assistance Program	21.023	New Hampshire Housing	ERAE0019	359,298	437,049
Total U.S. Department of Treasury					$ 437,049

See Notes to Schedule of Expenditures of Federal Awards

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF EXPENDITURES OF FEDERAL AND NON-FEDERAL AWARDS
FOR THE YEAR ENDED JULY 31, 2024

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	ASSISTANCE LISTING NUMBER	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S NUMBER	FEDERAL EXPENDITURE	
Corporation for National and Community Services					
AmeriCorps Seniors Retired and Senior Volunteer Program (RSVP)	94.002		24SR259952		$ 123,751
Total Corporation for National and Community Services					$ 123,751
U.S. Department of Energy					
Weatherization Assistance for Low-Income Persons	81.042	State of NH, Office of Energy & Planning	DE-EE0009918		$ 1,870,453
Total U.S. Department of Energy					$ 1,870,453
U.S. Department of Health & Human Services					
Aging Cluster					
Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	93.044	State of NH, Office of Energy & Planning	2101NHOASS		$ 17,484
Strengthening Citizens and Businesses for Economic Mobility	93.558	State of NH, DHHS	22NHTANF	$ 139,415	
Strengthening Citizens and Businesses for Economic Mobility	93.558	State of NH, DHHS	22NHTANF	63,658	
Temporary Assistance for Needy Families	93.558	State of NH, DHHS	22NHTANF	889,257	
Temporary Assistance for Needy Families	93.558	State of NH, DHHS	23NHTANF	3,957	1,096,287
Low Income Home Energy Assistance (Fuel Assistance)	93.568	State of NH, Office of Energy & Planning	2301NHLIEA	12,428,537	
Low Income Home Energy Assistance (BWP)	93.568	State of NH, Office of Energy & Planning	2301NHLIEA	417,305	12,845,842
Community Services Block Grant	93.569	State of NH, DHHS	2301NHCOSR	1,723,844	
CV- Community Services Block Grant	93.569	State of NH, DHHS	2201NHCSC3	885,717	2,609,561
Community Services Block Grant Discretionary Awards	93.570	State of NH, DHHS	2301NHCOSR		183,193
Low Income Household Water Assistance Program (LIWAP)	93.499	State of NH, Office of Energy & Planning	2101NHLWC5/6		536,711
Head Start Cluster					
Head Start/Early Head Start	93.600		01CH01231501	7,926,654	
Low Cost Extension	93.600		01CH01080205	664,773	8,591,427

See Notes to Schedule of Expenditures of Federal Awards

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF EXPENDITURES OF FEDERAL AND NON-FEDERAL AWARDS
FOR THE YEAR ENDED JULY 31, 2024

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	ASSISTANCE LISTING NUMBER	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S NUMBER	FEDERAL EXPENDITURE	
U.S. Department of Health & Human Services (continued)					
CCDF Cluster					
Child Care and Development Block Grants	93.575	State of NH, DHHS	2301NHCCDD	1,314,451	
Child Care Mandatory and Matching Funds of the Child Care and Development Fund	93.596	State of NH, DHHS	2301NHCCDF	723,982	2,038,433
Every Student Succeeds Act/Preschool Development Grants	93.434	University of New Hampshire	90TP0060		2,428
Total U.S. Department of Health & Human Services					$ 27,921,368
TOTAL					$ 36,053,481
NON-FEDERAL AWARD					
Community Action Program of Belknap - Merrimack Counties, Inc.					
Electric Assistance Program					$ 779,839

See Notes to Schedule of Expenditures of Federal Awards

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JULY 31, 2024

NOTE 1 **BASIS OF PRESENTATION**

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of Southern New Hampshire Services, Inc. and Affiliate under programs of the federal government for the year ended July 31, 2024. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Southern New Hampshire Services, Inc. and Affiliate, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE 2 **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

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

NOTE 3 **INDIRECT COST RATE**

Southern New Hampshire Services, Inc. and Affiliate has elected not to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 4 **SUBRECIPIENTS**

Southern New Hampshire Services, Inc. had no subrecipients for the year ended July 31, 2024.

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States , the combined financial statements of Southern New Hampshire Services, Inc. and Affiliate (a New Hampshire nonprofit organization), which comprise the statements of financial position as of July 31, 2024 and 2023 and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements, and have issued our report thereon dated March 31, 2025.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the combined financial statements, we considered Southern New Hampshire Services, Inc. and Affiliate's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Southern New Hampshire Services, Inc. and Affiliate's internal control. Accordingly, we do not express an opinion on the effectiveness of Southern New Hampshire Services, Inc. and Affiliate's internal control.

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

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Southern New Hampshire Services, Inc. and Affiliate's combined financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Dover, New Hampshire
March 31, 2025

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

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

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Southern New Hampshire Services, Inc. and Affiliate's compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of Southern New Hampshire Services, Inc. and Affiliate's major federal programs for the year ended July 31, 2024. Southern New Hampshire Services, Inc. and Affiliate's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, Southern New Hampshire Services, Inc. and Affiliate complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended July 31, 2024.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Southern New Hampshire Services, Inc. and Affiliate and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of Southern New Hampshire Services, Inc. and Affiliate's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to Southern New Hampshire Services, Inc. and Affiliate's federal programs.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Southern New Hampshire Services, Inc. and Affiliate's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about Southern New Hampshire Services, Inc. and Affiliate's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Southern New Hampshire Services, Inc. and Affiliate's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of Southern New Hampshire Services, Inc. and Affiliate's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of Southern New Hampshire Services, Inc. and Affiliate's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

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

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

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

Dover, New Hampshire
March 31, 2025

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JULY 31, 2024

SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the combined financial statements of Southern New Hampshire Services, Inc. and Affiliate were prepared in accordance with GAAP.

2. No significant deficiencies disclosed during the audit of the combined financial statements are reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards.* No material weaknesses are reported.

3. No instances of noncompliance material to the combined financial statements of Southern New Hampshire Services, Inc. and Affiliate, which would be required to be reported in accordance with *Government Auditing Standards* were disclosed during the audit.

4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance.* No material weaknesses are reported.

5. The auditors' report on compliance for the major federal award programs for Southern New Hampshire Services, Inc. and Affiliate expresses an unmodified opinion on all major federal programs.

6. There were no audit findings that are required to be reported in accordance with 2 CFR section 200.516(a).

7. The programs tested as major programs were: U.S. Department of Health and Human Services; Temporary Assistance for Needy Families, ALN 93.558; CCDF Cluster – Child Care and Development Block Grant, ALN 93.575, Child Care Mandatory and Matching Funds of the Child Care Development Fund, ALN 93.596, Low Income Household Water Assistance Program, ALN 93.499, U.S. Department of Agriculture; Special Supplemental Nutrition Program for Women, Infants and Children, ALN 10.557, U.S. Department of Labor; WIOA Cluster, WIOA Adult Program, ALN 17.258; and NH Public Utilities Commission; NON-FEDERAL, Electric Assistance Program.

8. The threshold for distinguishing Type A and B programs was $1,081,604.

9. Southern New Hampshire Services, Inc. and Affiliate was determined to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

None

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED JULY 31, 2024

There were no findings or questioned costs that were required to be reported in the Schedule of Findings and Questioned Costs for the year ended July 31, 2023.

COMMUNITY ACTION PARTNERSHIP
HILLSBOROUGH AND ROCKINGHAM COUNTIES
Board of Directors
May 2025

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
Deborah Gosselin O'Shea
Carrie Marshall Gross
Anna Hamel
Wanda Kennerson
Kathleen Mackin
German Ortiz
Carrie Santos
Amanda Soucy

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

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 COLLEGE Springvale, ME

B.S. in Business Administration

RYAN CLOUTHIER, CCAP

rclouthier@caphr.org | (603) 668-8010
www.caphr.org

SUMMARY

Highly experienced and dedicated Certified Community Action Professional (CCAP) with extensive expertise in managing and directing operations within non-profit organizations. Proven track record of enhancing program efficiency and community impact through strategic leadership and innovative solutions.

WORK EXPERIENCE

Chief Operating Officer (COO) - Southern New Hampshire Services, Inc. now dba Community Action Partnership Hillsborough and Rockingham Counties
2018-Present

- Oversee the daily operations and strategic initiatives of the organization to ensure alignment with the mission and goals.
- Lead and manage multiple departments to drive performance and program outcomes.
- Co-host monthly program budget meetings with Chief Fiscal Officer.
- Develop and implement policies and procedures that enhance operational efficiency and effectiveness.
- Collaborate with community stakeholders, partners, and funders to strengthen resources and support for the organization.

Operations Director, Energy and Housing Programs - *Southern New Hampshire Services, Inc.*
2016-2018

- Directed and managed the energy and housing programs, ensuring compliance with federal and state regulations.
- Streamlined program operations to improve service delivery and client satisfaction.
- Secured funding and resources to expand program reach and impact.

Energy Director- *Southern New Hampshire Services, Inc.*
2013-2016

- Developed and implemented energy programs aimed at reducing energy costs for low-income households.
- Collaborated with utility companies and government agencies to leverage resources and support.
- Monitored program performance and outcomes, making adjustments as needed to achieve goals.

Weatherization Director- *Southern New Hampshire Services, Inc.*
2006-2013

- Oversaw the weatherization program, improving energy efficiency for low-income homes.
- Managed a team of technicians and contractors to ensure high-quality service delivery.
- Conducted outreach and education efforts to inform the community about the benefits of weatherization.

Energy Auditor- *Southern New Hampshire Services, Inc.*
2004-2006

- Conduct field energy audits for low-income residential properties.
- Record data in both written and computerized formats to assess the cost-effectiveness of conservation measures.
- Generate work order specifications for contractors.
- Ensure quality installations and client satisfaction through proper follow-through and field inspection.

PROFESSIONAL HIGHLIGHTS

- NH Business Review 2024 Top 200 Influential Business Leader
- 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
- Class 2019 Leadership Greater Manchester
- Union Leader 2015 Class of 40 Under Forty
- Vice President of the Neighbour Helping Neighbour Board
- Member of the Energy Efficiency and Sustainable Energy Board
- Member of the Residential Ratepayers Advisory Board
- Weatherization written and field certification, Department of Energy Quality Control Inspector Certification, multiple national and regional weatherization best practices training
- BPI Energy Analyst
- Lead contractor abatement Certification
- Lead Renovation Repair and Painting (RRP)
- Certification OSHA 30-hour worker safety
- DOE Lead Safe Weatherization certification
- Intro to Cisco routers, T1 and T3 design and troubleshooting training, Asynchronous Transfer Mode (ATM) and Frame Relay network design training, LAN and WAN training, OC3, OC48, and OC192 design and troubleshooting training

EDUCATION

NH Community Technical College

CERTIFICATION

Certified Community Action Professional (CCAP)

SKILLS

- Leadership, Management and Supervision
- Budget Oversight, Forecasting, Analysis, Financial Management
- Program Development Implementation
- Stakeholder Engagement
- Grant Writing and Fundraising
- Compliance and Regulatory Affairs
- Operational Efficiency
- Community Engagement

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
d/b/a Community Action Partnership 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 2025

Title	Name	Annual Salary	Percentage	Amount
Chief Executive Officer	Donnalee Lozeau	$233.760	0.00%	0
Chief Operating Officer	Ryan Clouthier	$158,940	0.00%	0
Chief Financial Officer	James Chaisson	$175,011	0.00%	0