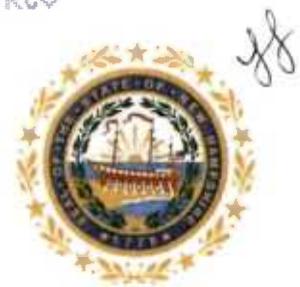




ADMINISTRATIVE OFFICE  
45 SOUTH FRUIT STREET  
CONCORD, NH 03301-4857



5K

GEORGE N. COPADIS, COMMISSIONER  
RICHARD J. LAVERS, DEPUTY COMMISSIONER

March 28, 2023

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

**REQUESTED ACTION**

Authorize the NH Department of Employment Security (NHES) to amend an existing contract between NHES and Southern NH Services (SNHS), VC#177198, by reassigning the contract from NHES to the NH Department of Business and Economic Affairs, Office of Workforce Opportunity (BEA/OWO), with no change to the price limitation, effective upon Governor and Council approval through June 30, 2024. The original contract was approved as Item #37 by the Governor and Council on December 18, 2020. 100% Federal Funds.

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

03-22-22-220510-14530000, Office of Workforce Opportunity

	<u>FY 2023</u>	<u>FY 2024</u>
102-500731 Contracts for Program Services	\$839,241.23	\$220,000.00

**EXPLANATION**

Amendment #1 to the Memorandum of Understanding between BEA/OWO and NHES regarding federal workforce programs is intended to provide for the transfer of responsibilities for overseeing the Workforce Innovation and Opportunity Act (WIOA) Adult Program from NHES to BEA/OWO. In furtherance of this intent, and to achieve greater efficiencies in administration, the contract between NHES and SNHS for the delivery of WIOA Adult program services must also be assigned to BEA/OWO.

The contract with SNHS is a three and one-half year cost-reimbursement contract for services to ensure program continuity. For major WIOA service contracts, efficiency in operations is a paramount policy consideration, as disruption in service would adversely affect program

clientele. Funds are allocated for operating a standardized program that requires significant training and program management experience and understanding. As reflected in Amendment #1 to the MOU, BEA/OWO will now be responsible for overseeing the direct delivery of WIOA Adult program services and WIOA monitoring and reporting functions without an intermediate level of program administration by NHES.

In the event Federal funds become no longer available, General funds will not be requested to support this contract.

The Attorney General's Office has reviewed and approved this contract as to form, substance and execution.

Respectfully submitted,



George N. Copadis  
Commissioner  
NH Employment Security

Respectfully submitted,



Taylor Caswell  
Commissioner  
Business and Economic Affairs

**ASSIGNMENT AND ASSUMPTION AGREEMENT REGARDING  
CONTRACT WITH SOUTHERN NH SERVICES, INC. (SNHS) (VC#177198)**

This Assignment and Assumption Agreement ("Assignment") is made as of this 30<sup>th</sup> day of March, 2023 (the "Effective Date"), by and among New Hampshire Department of Business and Economic Affairs ("BEA") ("Assignee") and New Hampshire Employment Security ("NHES") ("Assignor").

**RECITALS**

WHEREAS, BEA/OWO and NHES entered into a Memorandum of Understanding ("MOU") regarding the oversight and delivery of Workforce Innovation and Opportunity Act ("WIOA") Program services, in part to transfer oversight and management of certain WIOA employment programs from BEA to NHES, as approved by the Governor and Executive Council on September 23, 2020 (G&C Item #55);

WHEREAS, the MOU allocated immediate oversight of Adult Program Services to NHES, which included NHES and BEA/OWO jointly issuing a request for proposal for the delivery of program services, and NHES executing the subsequent service contract with SNHS, as approved by the Governor and Executive Council on December 18, 2020 (G&C Item #37), payable on a cost reimbursement basis, with a not-to-exceed amount of \$5,900,000.00, for a term beginning on that date and terminating June 30, 2024;

WHEREAS, Amendment #1 to the MOU ("Amendment") reallocates responsibilities for oversight of the Adult Program from NHES to BEA/OWO, and thus requires assignment of the SNHS Adult Program services contract from NHES to BEA/OWO; and

WHEREAS, as of the Effective Date, NHES desires to transfer all of its interest, rights, and obligations in and to the SNHS Adult Program services contract to BEA/OWO, and BEA/OWO desires to assume all obligations of Assignor under the SNHS Adult Program services contract;

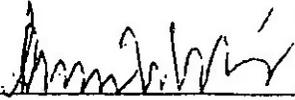
NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

## **ASSIGNMENT OF AGREEMENT**

1. As of the Effective Date, Assignor NHES hereby assigns and transfers unto Assignee BEA/OWO, all of Assignor's interest, rights and obligations in and to the SNHS Adult Program services contract to Assignor.
2. BEA/OWO hereby unconditionally assumes and agrees to perform any and all of the obligations and liabilities of NHES under the SNHS Adult Program services contract accruing from and after the Effective Date.
3. As of the Effective Date, all references to NHES as used in the SNHS Adult Program services contract shall refer to BEA/OWO.
4. All invoices from SNHS relative to the Adult Program services contract dated after the Effective Date shall be submitted to BEA/OWO for payment.
5. Except as modified by this Assignment, the SNHS Adult Program services contract shall remain in force and effect in accordance with its terms.
6. SNHS has been provided notice of and has no objection to the Assignment, as indicated by their signature below.
7. This Assignment shall be effective on the date of Governor and Executive Council approval.

{Signatures on next page}

New Hampshire Employment Security



George N. Copadis  
Commissioner

Date: 3/30/23

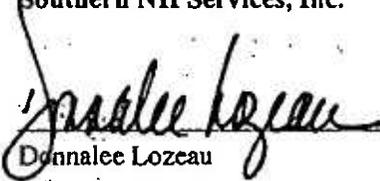
New Hampshire Department of Business and Economic Affairs



Taylor Caswell  
Commissioner

Date: 3/30/2023

Acknowledgment of Assignment by  
Southern NH Services, Inc.



Donnalee Lozeau  
Executive Director

Date: March 31 2023

Office of the Attorney General

Approved for Form, Substance, and Execution by: /s/ Stacie M. Masses 03/31/2023  
Assistant Attorney General

Approved by the Governor and Council on \_\_\_\_\_, 2023, Item # \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Secretary of State



GEORGE N. COPADIS, COMMISSIONER

RICHARD J. LAVERS, DEPUTY COMMISSIONER

December 2, 2020

G&C Passed  
 12/18/2020 #37

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

**REQUESTED ACTION**

Authorize the New Hampshire Department of Employment Security (NHES) to enter into a contract for services with Southern NH Services, Inc. (SNHS) (VC#177198) 40 Pine Street, Manchester NH, for \$5,900,000, for the delivery of Workforce Innovation and Opportunity Act (WIOA) Adult Program services effective January 1, 2021 through June 30, 2024 upon Governor and Council approval. The United States Department of Labor (USDOL) funds this program. 100% Federal funds.

Federal funds available for these services will be expended as follows, contingent upon availability and continued appropriations for fiscal year 2021 forward with the authority to adjust encumbrances between State fiscal years through the Budget Office if needed and justified:

		State Fiscal Year	
		2021	2022
02-27-27-270010-8040	DEPT OF EMPLOYMENT SECURITY		
10-02700-80400000-102-500731	Contract for Program Services	\$1,475,000	\$1,475,000
		2023	2024
		\$1,475,000	\$1,475,000

**EXPLANATION**

This contract between NHES and SNHS for the delivery of WIOA Adult program services is in response to Request for Proposal (RFP) #WIOA-ADULT-01-08-26-2020, which was issued jointly by NHES and the New Hampshire Department of Business and Economic Affairs (BEA) on August 27, 2020. BEA is the State grant recipient for WIOA federal funds awarded by the USDOL. NHES is the sub-recipient of the grant funds pursuant to an MOU between BEA and NHES. The State Workforce Innovation Board (Board) is the oversight body established in federal regulation to oversee the appropriate use of WIOA federal funds received by BEA.

Four organizations submitted proposals prior to the RFP closing deadline. A sub-committee of the Board served as the RFP review panel. The following Board members served on the RFP review committee:

- Mr. Dave Cioffi – Former Small Business Owner
- Ms. Kelly Clark – AARP NE Regional Director
- Mr. John Hennessey – Littleton Coin Company, Inc.
- Mr. Michael Somers – President & CEO, New Hampshire Lodging & Restaurant Association
- Bonnie St. Jean, BEA/OWO Program Administrator served as staff to the review committee

The evaluation scoring was as follows:

SECTION	RANGE OF POINTS
Adult Program Services	0-35
Demonstrated Ability & Past Performance	0-20
Conflict of Interest	0-05
Budget	0-40
Total Points	100

The four organizations' proposals were reviewed, scored by the review committee and ranked as follows:

VENDOR	RANK
Southern NH Services	1
Adams and Associates, Inc.	2
Abor E&T, LLC d/b/a Equus Workforce Solutions	3
Grant Associates	4

In executing its responsibilities for WIOA Adult Program funds, the Board, through BEA and NHES, designates specific operational and fiscal responsibilities for WIOA funds to SNHS through this contract agreement. As a condition of this agreement, SNHS assumes responsibility for the specific operational, fiscal, and monitoring responsibilities outlined in the contract for the purpose of delivering services to WIOA eligible customers, and agrees to carry out these duties consistent with all the conditions and terms of this contract, and all applicable federal and state laws, regulations, and requirements.

This is a three and one-half year cost-reimbursement contract for services to ensure program continuity. For major WIOA service contracts, efficiency in operation is a paramount policy consideration for the Board, as disruption in service would adversely affect program clientele. Funds are allocated for operating a standardized program that requires significant training and program management experience and understanding, along with sufficient resources to reimburse the state for any disallowed costs incurred as a result of erroneous eligibility determinations.

In the event Federal funds become no longer available, General funds will not be requested to support this contract.

The Attorney General's Office has reviewed and approved this contract as to form, substance and execution.

Respectfully submitted,



George N. Copadis  
Commissioner

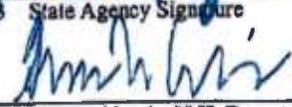
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Employment Security		1.2 State Agency Address 45 South Fruit Street Concord, NH 03301	
1.3 Contractor Name Southern NH Services, Inc.		1.4 Contractor Address 40 Pine Street, Concord, NH 03103	
1.5 Contractor Phone Number 603-688-8010	1.6 Account Number 10-027-80400000-102-600731	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$5,900,000.00
1.9 Contracting Officer for State Agency Pamela Szacik, Director, Employment Services		1.10 State Agency Telephone Number 603-224-3311	
1.11 Contractor Signature  Date: Dec 1, 2020		1.12 Name and Title of Contractor Signatory Donnee Lozeau, Executive Director	
1.13 State Agency Signature  Date: 12/1/20		1.14 Name and Title of State Agency Signatory George N. Copadis, Commissioner	
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:  On: 12/3/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials DL  
 Date 12/1/2020

**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 as indicated in block 1.17, 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. 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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to 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 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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. 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 race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 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 all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

8.2.3 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.

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

## 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) 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) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulas, 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 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, 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.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. 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.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, recklessness or intentional conduct. 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 sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and 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 his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. 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 his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendments thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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

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

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

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

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

# NEW HAMPSHIRE DEPARTMENT OF EMPLOYMENT SECURITY (NHES)

## STANDARD EXHIBIT A

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### SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms and/or case management systems provided by the Department of Employment Security (NHES) for that purpose and shall be made and remade at such times as are prescribed by NHES.
3. **Documentation:** In addition to the determination forms required by NHES, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as NHES requests, particularly for data validation purposes. The Contractor shall furnish NHES with all forms and documentation regarding eligibility determinations and services that NHES may request or require.
4. **Grievance Procedures/Customer Complaints:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with the required grievance policy.
  - a. The Contractor shall ensure that all applicants for WIOA 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 hard copy file.
  - b. The Contractor shall ensure that all personnel funded with WIOA funds are trained in the grievance policy and procedure applicable for the funding source supporting this contract agreement.
  - c. The Contractor shall ensure that the NHES EO Officer is informed immediately of any formal grievance filed by a program applicant or participant.
  - d. The Contractor 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 Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit B of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor/Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- a. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to NHES, 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 NHES.
  - b. **Statistical Records:** Statistical enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to NHES to obtain payment for such services.
  - c. **Record Retention:** Complete paper ("hard copy") participant files shall be maintained by the contractor for no less than three years as required under federal regulation. NHES may require the retention of hard copy files for up to six years, if the participant file is selected for a data validation review or other formal audits. The Contractor shall not destroy any participant files without written permission from NHES.
8. **Audit:** Contractor shall submit an annual audit report to NHES within 60 days after the close of the agency fiscal year. The report must be prepared in accordance with the provisions of the Office of Management and Budget Super Circular, "Audits of States, Local Governments, and Non-Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- a. **Audit and Review:** During the term of this Contract and the period for retention hereunder, NHES, the United States Department of Labor, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
  - b. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to NHES, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
9. **Confidentiality of Records:** The Contractor 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. Without the permission of the applicant/participant such information shall be divulged only as

necessary for purposes related to the performance or evaluation of this agreement, and to persons having responsibilities under the agreement.

- a. The Contractor is responsible for taking reasonable steps to ensure the physical security of such data under its control.
  - b. The Contractor is responsible for ensuring each of its employees, vendors or sub-recipients having any involvement with personal data or other confidential information are informed of the laws and regulations relating to confidentiality, including but not limited to RSA 282-A:118-121.
  - c. Each employee funded through this contract agreement shall be required to sign a confidentiality statement, which shall be maintained in local personnel files.
10. **Reports: Program and Fiscal:** The Contractor agrees to submit the following reports at the following times and/or if requested by NHES.
- a. **Quarterly Progress Reports:** Written reports containing a detailed description of all planned versus actual program performance to the date of the report and containing such other information as shall be deemed satisfactory by NHES to justify the rate of payment hereunder. Such Reports shall be submitted on a form deemed satisfactory by NHES.
  - b. **Annual Report:** An annual report shall be submitted within sixty (60) days after the end of each program year covered under this Contract. The Report shall be in a form satisfactory to NHES and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by NHES.
11. **Completion of Services:** The Contractor will be legally obligated to turn over complete data files in the specified electronic format, as well as hard copy case files, to NHES at the time that the Contractor ceases to operate the program/project funded through this contract agreement.
12. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
- The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Employment Security, with funds provided by BEA/OWO and the United States Department of Labor.
13. **Veterans' Priority Provisions:** The Contractor 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. Agreement by a program operator to implement priority of service is a condition of receipt of DOL funds.
14. **Buy American Notice Requirement:** To the greatest extent practicable, and the extent to which purchases are allowable in this agreement, the Contractor agrees to purchase American made equipment and products. (See WIOA Section 505—Buy American Requirements).
15. **Salary and Bonus Limitations:** In compliance with Pub. L. 111-117 (Division D, sec. 107), none of the funds made available under this agreement shall be used by the Contractor, or sub-recipient of the Contractor to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II.

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: i) the copyright in all products developed with WIOA funds, including a sub-grant or contract under the Contractor; and ii) any rights of copyright to which the Contractor purchases ownership with WIOA funds (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. 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 Contract funds, including intellectual property, these revenues are program income. Program income is added to the Contract and must be expended for allowable Contract activities.
17. **Mandated Data Entry Systems:** The Contractor will be legally obligated to enter data required by NHES and/or the US Department of Labor, relating to all participants served during the contract period in the case management system mandated by NHES/OWO (i.e., Geographic Solutions for WIOA services). Contractors shall be responsible for keeping participants files up-to-date, especially in time to meet quarterly reporting deadline requirements.
18. **Disallowed Costs:** The Contractor will be solely responsible for paying NHES any and all disallowed costs associated with the misappropriation of federal funds and/or costs expended on participants who were erroneously determined to be eligible for services. Disallowed costs may not be paid with any other federal funds.
19. **Rights to Inventions Made Under a Contract or Agreement (if applicable):** Contractor agrees to 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.
20. **Clean Air Act and the Federal Water Pollution Control Act (if applicable):** For contracts in excess of \$150,000, the Contractor agrees 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).
21. **Byrd Anti-Lobbying Amendment.** For contracts in excess of \$100,000, the Contractor certifies 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. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award/contract.

**NH Department of Employment Security (NHES)**

**STANDARD EXHIBIT B**

**STATEMENT OF WORK**

Contractor's Name: **Southern New Hampshire Services, Inc.**

Contract Period: **January 1, 2021 – June 30, 2024**

**SCOPE OF SERVICES**

This cost reimbursement agreement for services between Southern New Hampshire Services (SNHS) and the NH Department of Employment Security (NHES) will be for a term beginning January 1, 2021 and terminating on June 30, 2024. Total payments under this agreement shall not exceed \$5,900,000.00 and shall be expended consistent with the line item budget negotiated annually with NHES upon receipt of grant funds from the US Department of Labor (USDOL) for each program year covered under this contract.

Funds authorized under this agreement are for the sole purpose of implementing Workforce Innovation Opportunity Act (WIOA) services for Adults and shall not be used for any purpose other than those activities identified in the Statement of Work outlined in RFP #WIOA-Adult-01-08-26-2020, issued August 27, 2020, and in accordance with USDOL WIOA program rules and regulations.

As a condition of this agreement, SNHS assumes responsibility for the specific operational, fiscal and monitoring responsibilities cited in this agreement for the purpose of delivering services to WIOA eligible participants, and agrees to carry out these duties consistent with all the conditions and terms of this agreement, as well as all applicable federal and state laws, regulations and requirements.

In addition, by signing this agreement SNHS acknowledges the substantial operational level oversight retained by NHES under this agreement for the duration of the agreement performance period.

SNHS shall operate programs funded through WIOA consistent with the policy and procedures approved by NHES and/or USDOL, and the terms and conditions as specified in RFP #WIOA-Adult-01-08-26-2020, which RFP is hereby incorporated by reference into this contract agreement.

SNHS will be responsible for the program responsibilities and deliverables described and specified in SECTIONS I through VI of RFP #WIOA-Adult-01-08-26-2020 and SNHS' September 28, 2020 Proposal furnished in response to the RFP.

SNHS shall develop, implement, and maintain statewide the WIOA Adult program consistent with WIOA regulations, NH's WIOA & Wagner-Peyser State Plan, the NH Works One-Stop Operators' MOU, and NHES/BEA/OWO policy and procedures such as, but not limited to, the NH Works Guidance Letters.

In addition, SNHS will be responsible for adhering to the terms and conditions specified in Certifications and Assurances provided at Exhibits D-K of this agreement.

## NH Department of Employment Security (NHES)

### STANDARD EXHIBIT C

#### TERMS AND CONDITIONS OF PAYMENT

Contractor's Name: **Southern New Hampshire Services, Inc.**

Contract Period: **January 1, 2021 to June 30, 2024**

1. Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit B - Scope of Services, the Department of Employment Security (NHES) shall reimburse the contractor for allowable expenses up to a maximum total payment of \$5,900,000.00.
2. The Contractor in collaboration with NHES administrative staff shall develop a line-item budget for cost-reimbursement on an annual basis for each year covered in this agreement, which shall be binding. The contractor shall not expend funds in addition or outside of an approved line-item budget for any contract year without written consent from NHES.
3. The total of all approved budgets within this contract period shall not exceed \$5,900,000.00 without written modification signed by the parties to this agreement and approved by the Governor and Council.
4. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards (Adult program) received for each program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
5. This contract is funded with federal funds from the US Department of Labor made available under the Catalog of Federal Domestic Assistance (CFDA) number: **17.258** WIOA Adult Program – States for the purpose of the delivery of WIOA services to eligible individuals.
6. Contractor use of funds in this contract must be in accordance with the Workforce Innovation Opportunity Act (WIOA) program assurances. See Exhibit A and related assurances for specifics.
7. The Contractor must have written authorization from NHES prior to using contract 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 contract.
8. Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 2024 shall not be accepted for payment.
9. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to NHES for final approval no later than June 30 for each program year covered under this agreement. In the event that line-item budgets are adjusted within a program year, such adjustments shall not

exceed the approved administration cost for each program year.

10. The Contractor agrees that all financial reports shall at a minimum be itemized by administrative, program and NH Works shared cost (MOU) expenses.
11. Invoices must be submitted monthly within 30 days of the end of the previous month and be submitted in a format consistent with the approved budget. The payment of invoices is subject to receipt by NHES of required reports as stated in Exhibit B – Scope of Services.
12. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.

13. Invoices shall be sent to:

Jill Revels, Business Administrator  
Department of Employment Security  
45 South Fruit Street  
Concord, NH 03301-4857

Invoices shall be paid to:  
Southern NH Services, Inc.  
40 Pine Street  
Manchester, NH 03103  
Attention: James Chaisson, CFO

14. The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NHES staff and/or its auditors.
15. The Contractor shall report expenditures by program year and will be responsible for achieving the financial performance goal of 100% expenditure of total funds awarded in this agreement for each program year funded (e.g., July 1st – June 30<sup>th</sup>), unless otherwise agreed to in writing by NHES.
16. NHES 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 NHES/BEA/OWO and/or the State of New Hampshire.
17. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State and NHES cash management regulations and policies, including quarterly accrual reporting.
18. The Contractor is solely responsible for paying to NHES 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 services. Disallowed costs may not be paid with federal funds, regardless of the funding source.

19. NHES reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.
  
20. The Contractor is prohibited from using federal funds awarded under this contract 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, the contractor must review any proposed cost outside of the approved line item budget with the Director for the NH Employment Security Employment Service Bureau.

# NH Department of Employment Security

## STANDARD EXHIBIT D

### CERTIFICATION REGARDING LOBBYING

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

#### US DEPARTMENT OF LABOR - CONTRACTORS

Programs (indicate applicable program covered):

Title I-B Workforce Investment Act (WIOA) Programs

Contract Period: **January 1, 2021 through June 30, 2024**

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

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

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



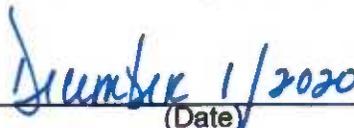
(Contractor Representative Signature)

Donnalee Lozeau, Executive Director

(Authorized Contractor Representative Name & Title)

Southern NH Services, Inc.

(Contractor Name)



(Date)

# NH Department of Employment Security

## STANDARD EXHIBIT E

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

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

#### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Employment Security's (NHES) 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 NHES 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, NHES may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to NHES 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.
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 NHES.
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).
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, NHES 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 (1)(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).

bc  
12/1/2020

**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.

  
\_\_\_\_\_  
(Contractor Representative Signature)

Donnalee Lozeau, Executive Director  
\_\_\_\_\_  
(Authorized Contractor Representative Name & Title)

Southern NH Services, Inc.  
\_\_\_\_\_  
(Contractor Name)

December 1/2020  
\_\_\_\_\_  
(Date)

  
12/1/2020

**NH Department of Employment Security**

**STANDARD EXHIBIT F**

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

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

The Contractor 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 Contractor 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 NHES 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 Contract recognizes and agrees that such federal financial assistance will be extended in reliance on the representation and agreements made in this Assurance and that the United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on the Contractor, its successors, transferees, and assignees, and the person or person whose signatures appear below are authorized to sign this Assurance on behalf of the recipient.

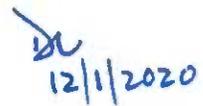
This Assurance obligates the recipient for the period during which federal financial assistance is extended to it by NHES or, where the assistance is in the form of real property for the period provided for in subsection 84.5(b) of the regulation (45 CFR Part 84.5(b)).

  
\_\_\_\_\_  
(Contractor Representative Signature)

Donalee Lozeau, Executive Director  
\_\_\_\_\_  
(Authorized Contractor Representative Name & Title)

Southern NH Services, Inc.  
\_\_\_\_\_  
(Contractor Name)

December 1/2020  
\_\_\_\_\_  
(Date)

  
12/1/2020

# NH Department of Employment Security

## STANDARD EXHIBIT G

### HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

#### 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 Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- 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.
- 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 B 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

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services under Exhibit B of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- 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 Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- 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

  
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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.

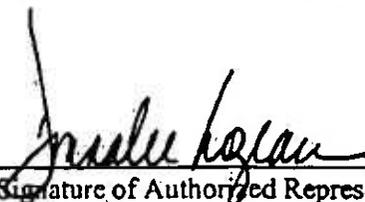
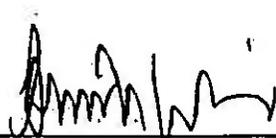
IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit G.

Department of Employment Security  
The State Agency Name

Southern NH Services, Inc.  
Name of the Contractor

George N. Copadis, Commissioner  
Name of Authorized Representative

Donnalee Lozeau, Executive Director  
Name of Authorized Representative



Signature of Authorized Representative

Signature of Authorized Representative

December 3 2020

December 1 / 2020

Date

Date

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12/1/2020

NH Department of Employment Security

STANDARD 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 \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

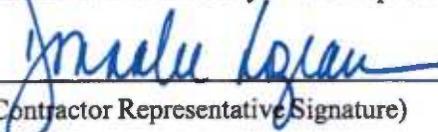
In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Employment Security (NHES) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

- 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 \$25M 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 Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

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

	Donnalee Lozeau, Executive Director
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)
Southern NH Services, Inc.	
(Contractor Name)	(Date)

  
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FORM A

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

1. The DUNS number for your entity is: **088584065**

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

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# NH Department of Employment Security

## STANDARD EXHIBIT I

### CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

#### **ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

#### **US DEPARTMENT OF LABOR - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to: NH Department of Employment Security, 45 South Fruit Street, Concord, NH 03301.

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about—
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

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- (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—
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (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).

(B) 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; 40 Pine St. Manchester, NH**

**Period Covered by this Certification:** From: January 1, 2021 To: June 30, 2024

**Contractor Name:** Southern NH Services, Inc.

**Name & Title of Authorized Contractor Representative:** Donnalee Lozeau, Executive Director

**Contractor Representative Signature:**



**Date:**

Dec 1-2020

  
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# NH Department of Employment Security

## STANDARD 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 Employment Security (NHES), including agencies under contract with NHES, 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 NHES is considered confidential information. Information about a client may be shared among staff of NHES (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 NHES (or the contract agency) 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.

Contract agencies and NHES shall share information with one another that is related to the service(s) provided and administration of the program as described in the contract without an additional release.

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

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

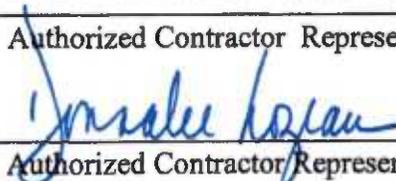
The contractor agrees to ensure that a signed confidentiality form is placed in the personnel file of all staff funded with Workforce Innovation Opportunity Act (WIOA) funds.

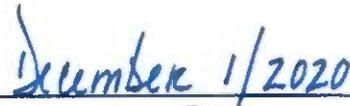
Southern NH Services, Inc.

\_\_\_\_\_  
Contractor Name

Donnalee Lozeau, Executive Director

\_\_\_\_\_  
Authorized Contractor Representative Name and Title

  
\_\_\_\_\_  
Authorized Contractor Representative Signature

  
\_\_\_\_\_  
Date

  
12/1/2020

## NH Department of Employment Security

### EXHIBIT K

#### WIOA ASSURANCES AND CERTIFICATIONS

SNHS, the sub-recipient/contractor, assures and certifies that they will comply with applicable WIOA assurances as implemented:

1. WIOA Statute: is incorporated herein as if fully written.
2. WIOA Regulations: are incorporated herein as if fully written.
3. Federal Standards and Uniform Administrative Requirements for State and Local Governments, Institutions of Higher Education and Other Non-Profit Organizations and OMB Super Circular in effect January, 2015 are incorporated herein as if fully written.

In addition, all procurement contracts and other transactions must be conducted only on a cost reimbursement basis. No provision for profit is allowed. A modified cost reimbursement process, which allows for regular estimated payments, is permitted as long as a reconciliation of expenses and cash drawn is conducted no less frequently than quarterly.

4. WIOA State Policy – SNHS will comply with the terms and conditions of this contract with NHES and the State of New Hampshire WIOA Combined State Plan as said plan applies to the program services provided by the sub-recipient/contractor

Further the sub-recipient/contractor shall abide by and follow the directions of the WIOA Policy and Procedures developed by NHES/BEA as issued and/or all subsequent WIOA Policy and Procedure revisions and modifications thereto. Hereinafter, the term WIOA Policy is inclusive of the contract, plan and policies and procedures previously mentioned, unless otherwise specified.

5. Conflict - In the event that a term or condition of this contract is incompatible with WIOA authorizing legislation, applicable Federal Regulations, and State Policy, then the terms of WIOA shall supersede that term or condition and govern the performance of the parties under that part.
6. Amendments -The sub-recipient/contractor further assures and certifies that if the Federal Regulations or State Policy is amended, it shall comply with same or notify NHES in writing within 15 days after promulgation of the amendments that it cannot so comply, so that NHES may take such action as it deems necessary.

It is the responsibility of NHES to notify the sub-recipient/contractor in writing of any proposed or promulgated amendments of the Act, Federal Regulations, or State Policy to allow the sub-recipient/contractor a reasonable time to effect compliance.

7. Other Applicable Statutes -The sub-recipient/contractor shall comply with the provisions of the following legislation, or successor legislation:
  - 29 CPR Part 37 Nondiscrimination and Equal Opportunity Requirements

- OMB "Super Circular" Audits of States, Local Governments and Non-Profit Organizations
- The Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327,42 U.S.C 12101-12213 and 47 U.S.C 225 and 611)
- Hatch Act (5 U.S.C. Subsection 1501 -1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds
- Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 as amended (P.L.91-616)
- Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. Section 794, 29 CFR Part 32) , which prohibits discrimination against qualified individuals with disabilities;
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. Subsection 1681-1683, and 1685 and 1686), which prohibits discrimination on the basis of sex in educational programs
- The Age Discrimination Act of 1975 as amended (42 U.S.C. Section 101-61 07) , which prohibits discrimination on the basis of age;
- Title VI of the Civil Rights Act of 1964 (P.L. 88-352 / 29 CFR Part 31), as amended, which prohibits discrimination on the bases of race, color and national origin
- Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended
- Davis-Bacon Act (40 U.S.C. Subsection 276a to 276a-7) regarding labor standards for federally assisted construction sub- agreements
- Copeland Act (40 U.S.C. Subsection 276C and 18 U.S.C. Subsection 874) regarding labor standards for federally assisted construction sub-agreements
- Contract Work Hours and Safety Standards Act (40 U.S.C. Subsections 327-333) regarding labor standards for federally assisted construction sub-agreements
- Occupational Safety and Health Act, including State and Federal law which are applicable to similarly employed employees of the same employer who are not participants in programs under WIOA.
- Implementation of the Priority of Service provisions of the Jobs for Veterans Act (73 fed. Reg. 78132)
- Section 188 of the Workforce Innovation and Opportunity Act (WIOA), 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; and
- Comply with 29 CFR part 38 and all other regulations implementing the laws listed above.

8. Political Activities - The sub-recipient/contractor shall not provide financial assistance for any program under this Act, which involves the following political activities:

- No participant may engage in any political activities during hours for which the participant is paid with funds under the Act.
- No participant may, at any time engage in any political activities in which such participant represents himself/herself as a spokesperson of any program under this Act.
- No participant may be employed or out stationed in the Office of a member of Congress, of a state or local legislator or on any staff of a legislative committee.

- No participant may be employed or out stationed in the immediate office of any chief-elected executive official (or officials, if the office of chief executive is shared by more than one person) of the State or unit of general local government, except that:
    - Sub-recipient/contractors in rural areas may employ participants in such positions provided that documentation is presented to and approved by NHES which makes clear that such positions are non-political; and
    - Where positions are technically in such office, but are actually program activities not in any way involved in political functions, documentation attesting to the non-political nature of the position is to be provided to NHES for approval prior to enrollment of participants in such positions.
  - Sub-recipient/contractors shall develop safeguards to ensure that participants placed in these positions are not involved in political activities.
9. Nepotism - No individual may be placed in a WIOA employment activity if a member of his/her immediate family is engaged in an administrative capacity for the employment agency.

To the extent that an applicable State or local legal requirement regarding nepotism is more restrictive than this provision, such State or local requirement shall be followed.

"Administrative capacity" includes those persons who have overall administrative responsibility for a program, including: all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, as well as other officials who have influence or control over the administration of the program, such as project directors, and persons who have selection, hiring, placement or supervisory responsibilities for participants.

"Immediate family" means wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent and step-children.

10. Political Patronage - The sub-recipient/contractor shall not select, promote, or reject a participant, vendor, or sub-recipient/contractor based on political affiliations or belief. The selection or advancement of employees as a reward for political services or as a form of political patronage is prohibited whether or not the political service or patronage is partisan in nature.
11. Conflicts of Interest - The sub-recipient/contractor shall be aware of, and abide by, any and all conflict of interest policies currently in place, or later established by NHES.
12. Kickbacks - No officer, employee, or agent of any sub-recipient/contractor shall solicit or accept gratuities, favors, or anything of monetary value from any actual or potential participant or any of its potential sub-sub-recipient/contractors.
13. Unionization and Anti-unionization Activities/Work Stoppages -
- No funds under the Act shall be used in any way to either promote or oppose unionization.
  - No individual shall be required to join a union as a condition for enrollment in a program in which only institutional training is provided, unless such institutional training involves individuals employed under a collective bargaining agreement which contains a union security provision.

- No participant may be referred to or placed into, or remain working in any position which is affected by labor disputes involving work stoppage. If such a work stoppage occurs during the grant period, participants in affected positions must: (a) be relocated to positions not affected by the dispute; (b) be suspended through administrative leave; or (c) where participants belong to the labor union involved in the work stoppage, be treated in the same manner as any other union member except such members must not remain working in the affected position. The sub-recipient/contractor shall make every effort to relocate participants, who wish to remain working, into suitable positions unaffected by the work stoppage.

14. Fees - No funds under this Act shall be used for payment of a fee charged to an individual for the placement of that individual in a training or employment program under the Act. The sub-recipient/contractor shall not charge a fee to any individual for the referral or placement of that individual in any program.
15. Consultation with Labor Organizations - Any assistance program conducted with funds made available under this Act which will provide services to a substantial number of members of a labor organization shall be established only after full consultation with such labor organizations.
16. Displacement Funds - provided under this Act shall only be used for activities that are in addition to those which would otherwise be available in the area in the absence of such funds.

No currently employed worker shall be displaced by any participant (including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits).

WIOA participants will not be enrolled in employment activities which violate existing contracts for services or collective bargaining agreements. Where an employment activity would violate a collective bargaining agreement, the affected labor organization and employer must provide written concurrence before the employer activity can be undertaken.

No participant shall be employed or a job opening filled: (1) when any other individual is on layoff from the same or any substantially equivalent job within the same organizational unit, or (2) when the employer has terminated the employment of any regular employee or otherwise reduced its work force with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this Act.

No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.

Regular employees or program participants alleging displacement may file a complaint.

17. Financial Management - GAAP shall be used, or in absence of such system, the sub-recipient/contractor shall maintain a financial and accounting system that provides adequate internal controls and records to allow NHES, USDOL, State auditors, etc. to audit and monitor the sub-recipient/contractor's programs.
  - Bank accounts shall have FDIC coverage.

- Funding advances are discouraged. Cost reimbursement is the preferred method. However, should advances be approved, minimal time between fund requests and expenditures shall exist, and in NO event shall advances exceed 10% of sub-recipient/contractor's contract.
- All grant expenditures shall be supported with source documentation such as cancelled checks, invoices, etc. Sufficient internal controls shall exist to prevent fraud and program abuse.
- Any person with knowledge of fraud, abuse, or criminal activity shall report such activity to NHES within three (3) working days of obtaining such knowledge.

18. Program Income - The addition method shall be required for use of all program income earned under WIOA grants.

The cost of generating program income shall be subtracted from the amount earned to establish the amount of the program income available for use under the grants.

19. Record Retention - The sub-recipient/contractor shall retain all records pertinent to the grant including participant, employee, financial, statistical, and non-expendable property records and supporting documents for a period of three years beginning on the date of the sub-recipient/contractor's submission of the final report to NHES, or for up to six years if selected for Data Validation review.

If, prior to the expiration of the three-year retention period, any litigation or audit is begun or a claim is instituted involving the grant covered by the records, the sub-recipient/contractor shall retain the records beyond the three-year period until the litigation, audit findings, or claim has been finally resolved;

Upon written request of NHES, records with long-term retention value (beyond the six-year period) shall be transferred to NHES;

The sub-recipient/contractor shall carry out the destruction or disposal of any or all documentation, in a manner so as to preserve the confidentiality of said material;

- Records including books of account for the expenditure of WIOA funds to enable NHES, the State, or USDOL to audit and monitor the program.
- Records concerning each employee and participant involved in a WIOA program. Records shall provide information required by NHES and outlined in the contract.

The sub-recipient/contractor shall observe the Federal and State regulatory policies regarding public access to records and confidentiality of personnel records maintained for a program under this grant.

20. Title to Property - Title to any and all real or non-expendable personal property received or acquired by the sub-recipient/contractor under this grant or through use of funds or proceeds from funds provided under this grant are subject to the terms and conditions of use and disposition as set forth in WIOA and State surplus property regulations.

21. Relocations - The sub-recipient/contractor shall not use funds under the Act to assist in relocating establishments, or parts thereof, from one area to another unless such relocations will not result in an increase in unemployment in the area of original location or in any other area.

22. Program Management - The sub-recipient/contractor shall monitor its programs monthly. Written policies and procedures shall be established, implemented, in effect, and followed. Policies shall include procedures for collecting performance information, assessing performance problems, developing and implementing appropriate remedial actions, and shall provide descriptions of each activity and service provided under the contract.

Sufficient management systems shall exist to provide regular and continuous assessment and monitoring of all program and fiscal systems covered under the contract, as well as grievance and hearing procedures. Monitoring shall ensure compliance with the Act, federal regulations, state policy, and any subsequent amendments thereto, and such assessments shall include any and all subcontractors. Sub-recipient/contract shall take appropriate corrective actions on any of the above issues, if necessary between regularly scheduled reporting dates, written notification of problems, delays, or other adverse conditions, which may materially affect contract performance, shall be submitted to NHES. Such notification shall include a statement of remedial actions taken or contemplated, and any assistance needed from NHES to resolve the situation. Should favorable developments or events occur, such information shall also be submitted to NHES.

The sub-recipient/contractor shall fully cooperate with authorized NHES and Federal representatives who visit to review program accomplishments and/or provide technical assistance.

23. NHES Monitoring and Evaluation of Sub-recipient/contractors - NHES will periodically monitor, evaluate and review through on-site visits, and program administration and management practices supported with funds under the Act in order to ensure compliance with the Act, the Regulations and the terms of any subcontracts entered into under the contract. Examples of monitored areas are:
- Reviewing all systems for controlling program administration
  - Reviewing pay records and attendance reports to ensure controls are established for preventing unauthorized payments
  - Interviewing participants
  - Examining work sites and work conditions
  - Reviewing plans and procedures and sub-recipient/contractor capability to carry out programs and activities
  - Monitoring sub-recipient/contractor maintenance of records on all expenditures of funds
  - Reviewing EEO procedures as applicable
  - NHES will document its findings and make recommendations for corrective action whenever it identifies noncompliance with the Act Regulations, or terms of the contract.
  - The sub-recipient/contractor shall review all material submitted to it by NHES and respond to NHES with respect to the action taken or planned in response to the recommendations made.

24. Sub-recipient/Contractor monitoring - The sub-recipient/contractor is responsible for monitoring all of its subcontractors to ensure compliance with:
- The Act and the Regulations
  - The provisions of its contract
  - The provisions of agreements awarded by it

All monitoring activities shall be appropriately documented and reported to NHES.

25. Bonding Sub-recipient/contract shall show evidence of a bond (or self-insured status) for every officer, director, agent, or employee of the sub-recipient/contractor or its sub- sub-recipient/contractors, if any, authorized to act on behalf of the sub-recipient/contractor or its sub-sub-recipient/contractors for the purpose of receiving or depositing funds into program accounts, or issuing financial documents, checks, or other instruments of payments for program costs. The amount of the coverage shall be \$100,000.00.
26. Eligibility The sub-recipient/contractor shall establish effective systems to ensure accurate participant eligibility review determinations exist. Changes in eligibility status may only be done by designated eligibility staff. Eligibility determinations shall be made on forms and/or case managements systems provided by NHES for that purpose and shall be made and remade at such times as are prescribed by NHES.
27. Retroactive Payments: Notwithstanding anything to the contrary contained in the contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the sub-recipient/contractor for costs incurred for any purpose or for any services provided to any individual prior to the effective date of the contract and no payments shall be made for expenses incurred by the sub-recipient/contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
28. Documentation: In addition to the determination forms required by NHES, the sub-recipient/contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as NHES requests, particularly for data validation purposes. The sub-recipient/contractor shall furnish NHES with all forms and documentation regarding eligibility determinations and services that OWO may request or require.
29. Mandated Data Entry Systems: The sub-recipient/contractor will be legally obligated to enter data required by NHES and/or the US Department of Labor, relating to all participants served during the contract period in the case management system mandated by NHES (i.e., Geographic Solutions for WIOA services). The sub-recipient/contractor shall be responsible for keeping participant's files up-to-date, especially in time to meet quarterly reporting deadline requirements.
30. Assessment - The sub-recipient/contractor shall make a detailed assessment for each participant after the participant is certified eligible. Specific assessment requirements are outlined in the contract body.
31. Participants Rights and Benefits Every participant, prior to entering a WIOA activity shall be informed of that individual's rights and benefits in connection with the activity including but not limited to:
  - Working conditions; Nondiscrimination;

- Confidentiality of personnel participant information;
- Personnel policies applicable to the individual participant's circumstances;
- The WIOA complaint and Hearing Procedure: and if the participant is still active in a partners' services, the sub-recipient/contractor must provide information pertinent to the complaint to NHES, and attend and testify on behalf of NHES at the fair hearing if so requested; and
- The complaint procedures provided by the sub-recipient/contractor. (O.J.T. participants will first follow specific complaint hearing procedures of their employers.)

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

- The sub-recipient/contractor shall ensure that all applicants for WIOA 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 hard copy file.
- The sub-recipient/contractor shall ensure that all personnel funded with WIOA funds are trained in the grievance policy and procedure applicable for the funding source supporting this contract MOU.
- The sub-recipient/contractor shall ensure that NHES is informed immediately of any formal grievance filed by a program applicant or participant so that they may notify the OWO (Office of Workforce Opportunity) EO Officer.
- The sub-recipient/contractor 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.

33. Termination - Nothing in this section shall restrict a sub-recipient/contractor from effecting terminations for cause, or from effecting suspensions or transfers; under such terms and conditions determined appropriate under the policy and/or directions of NHES. If a participant is being terminated involuntarily and for cause other than completion of program intent, the sub-recipient/contractor shall provide the participant with written notice of the impending termination from his/her particular program activity or from the total WIOA program and a contact person for questions and further information at least two (2) weeks prior to the effective date of termination. A dated copy of the notice shall be maintained in the participant's file. The sub-recipient/contractor will cooperate in assisting NHES staff in conciliation if so warranted.

34. Disallowed Costs: The sub-recipient/will be solely responsible for paying NHES any and all disallowed costs associated with the misappropriation of federal funds and/or costs expended on participants who were erroneously determined to be eligible for services. Disallowed costs may not be paid with any other federal funds.

35. Payment of Wages - Participants in On-the-Job Training shall be compensated by the employer at such rates, including periodic increases, as are reasonable, considering such factors as industry, geographic region and the participant's skills. In no event shall the wage rate be less than the highest of the following:

- The minimum wage rate specified in section (6) (a) (1) of the Fair Labor Standards Act;

- The prevailing wage rate for persons similarly employed;
- The minimum entrance wage rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance wage rate for the occupation in other establishments in the area;
- The wage rate required by an applicable collective bargaining agreement; or
- The prevailing wage rate established by the Department of Labor in accordance with the Davis-Bacon Act

36. Working Conditions - Each participant shall be assured that:

- Conditions of employment and training shall be appropriate and reasonable, in light of such factors as the type of work, geographical region and proficiency of the participant;
- No participant shall be required or permitted to be trained or receive services in buildings or surroundings or under work conditions which are unsanitary, hazardous, or dangerous to the participant's health or safety. The sub-recipient/contractor agrees to abide by all relevant Federal and State "Safety" laws. Participants employed or trained for inherently dangerous occupations, e.g., fire or police jobs, shall be assigned to work in accordance with reasonable safety practices;
- All individuals employed in subsidized jobs shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work; and;
- No funds available under this Act may be used for contributions on behalf of any participant to retirement systems or plans.

37. Confidentiality of Records: The sub-recipient/contractor 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. Without the permission of the applicant/participant such information shall be divulged only as necessary for purposes related to the performance or evaluation of this contract, and to persons having responsibilities under the contract.

- The sub-recipient/contractor is responsible for taking reasonable steps to ensure the physical security of such data under its control.
- The sub-recipient/contractor is responsible for ensuring each of its employees, vendors or sub-recipients having any involvement with personal data or other confidential information are informed in the laws and regulations relating to confidentiality.
- Each employee funded through this contract shall be required to sign a confidentiality statement, which shall be maintained in local personnel files.

38. Confidential Information - Where possible, the identity of any person who has furnished information relating to, or assisted in, an investigation of a possible violation of the Act will be held in confidence. Where the disclosure of the person's identity is essential to assure a fair determination of the issues or where necessary to effectively accomplish responsibilities under the Act, the Inspector General, the Solicitor, Regional Administrator for WIOA, the Administrative Law Judge, New Hampshire State Judiciary or NHES Hearing Officer presiding over a hearing in which the matter arises, may disclose such identity upon such conditions as shall promote the continued receipt of confidential information by NHES and effectuate the protection and policies of the Act. No person is entitled under the Act, the Regulations, or terms and conditions of this grant because such person has filed any complaint instituted or caused to be instituted and proceeding under or related to the Act, has testified or is to

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12/1/2020

testify in any such proceedings or investigation or has provided information or assisted in an investigation.

39. Access to Records/Audits - All WIOA records shall be accessible to authorized Federal and State staff. Further, if subject to an audit performed under the guidelines of Federal Office of Management and Budget Super Circular, such audit shall include any and all funds provided by NHES to sub-recipient/contractor during the period of time covered by such audit. Sub-recipient/contractor assures that a copy of the final audit which pertains to such funds shall be forwarded to NHES within thirty (30) days following the final audit's issuance date.
40. Sanctions - In the event of noncompliance with the contract or these Assurances, NHES may, with written notice to the sub-recipient/contractor stating the reasons therefore, immediately terminate, suspend or transfer all or part of the funding provided under this contract or take action, or direct such other action be taken by the sub- recipient/contractor, pertaining to program or financial operations as SNHS deems necessary. If the sub- recipient/contractor has been found to be in violation of the non-discrimination and/or equal opportunity provisions of WIOA, NHES shall follow their policy, based on the administrative procedures set forth in the Act.
41. Reimbursement to NHES - The sub-recipient/contractor shall be responsible for refund, repayment, and reimbursement for funds under the following conditions:
- When any or all monies provided under this contract or under any previous contract have been expended by the sub-recipient/contractor in a manner or for a purpose determined by NHES as a result of audit or monitoring to be in violation of the provisions of the contract, Act, Federal Regulation, or State Policy, such sum shall be due and owing to NHES and shall be repaid to NHES immediately, upon demand, from non-federal funds; and
  - When any cost charged to or any expenditure of, funds or proceeds of funds provided under this contract or under previous contract is not supported, documented or otherwise accounted for by the sub-recipient/contractor as required by the contract, Act, Federal Regulations, or State Policy, and is determined by NHES not to be an allowable or allocable cost or expenditure, such sum shall be due and owing NHES and shall be repaid to NHES immediately, upon demand, from non-federal funds.
42. Additional Standards - NHES may, in lieu of but not to the exclusion of suspension or termination, or transfer, impose additional standards of performance on the sub-recipient/contractor if NHES determines on the basis of monitoring, audits or evaluation, that the sub-recipient/contractor has a history of poor performance; is not financially stable; or has a management system which does not meet NHES standards as set forth in this contract.

A meeting between NHES and the sub-recipient/contractor will occur for discussion of NHES's concerns regarding the sub-recipient/contractor's performance before NHES imposes additional standards of performance upon the sub-recipient/contractor.

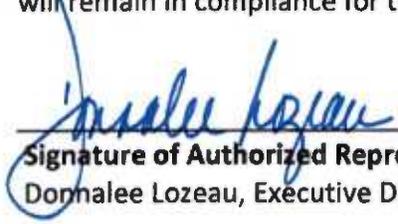
In imposing additional standards of performance, NHES shall notify the sub-recipient/contractor of the additional standards imposed; an explanation as to why the standards are needed; and any corrective actions which must be taken by the sub-recipient/contractor to have the additional standards removed.

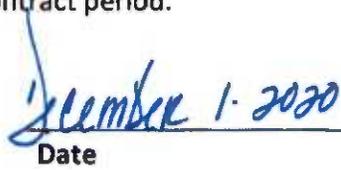
43. Cessation or Transfer of Activities - In the event of notification to the sub-recipient/contractor of termination, suspension or transfer by NHES, the sub-recipient/contractor shall, at the direction of NHES, immediately cease and desist from any and all expenditure, commitment or encumbrance of any and all monies received by the sub- recipient/contractor under this or any previous contract with NHES. Any monies so received by this sub- recipient/contractor and remaining at the time of termination, suspension or transfer shall be immediately refunded or otherwise disposed of by the sub-recipient/contractor in accordance with the directions of NHES.

In the event of termination, suspension or transfer, the sub-recipient/contractor warrants that it will fully cooperate with and provide all reasonable assistance to NHES in effecting or maintaining continuity of services to participants, including, but not limited to, the efficient and orderly transfer of services, benefits, funds, and administration of programs and activities to such other parties or organizations as directed by NHES.

To the extent that reasonable and allowable expenses are incurred after the cessation of the contract in effecting and maintaining continuity of participant services as above described and there having been no funding already provided to cover these expenses by NHES the sub-recipient/contractor shall be reimbursed for those expenses.

By signing below, I certify that SNHS currently complies with each of the listed requirements and will remain in compliance for the duration of the contract period.

  
\_\_\_\_\_  
**Signature of Authorized Representative**  
Donnalee Lozeau, Executive Director

  
\_\_\_\_\_  
**Date**

  
12/1/2020

**CERTIFICATE OF AUTHORITY**

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

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

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on Sept. 25, 2020, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

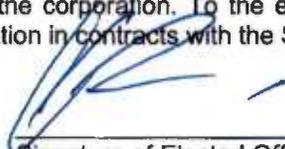
**VOTED:** That Donnalee Lozeau, Executive Director (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of Southern New Hampshire Services to enter into contracts or agreements with the  
(Name of Corporation/ LLC)

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: Dec. 1, 2020

  
\_\_\_\_\_  
Signature of Elected Officer  
Name: Orville Kerr  
Title: Secretary

# State of New Hampshire

## Department of State

### CERTIFICATE

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

Business ID: 65506

Certificate Number: 0004913065



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 12th day of May A.D. 2020.

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

William M. Gardner  
Secretary of State



SOUTNEW-12

DCOMEAU

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/30/2019

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

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

<b>PRODUCER</b> License # 1780862 HUB International New England 600 Longwater Drive Norwell, MA 02061-9148	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (781) 792-3200	FAX (A/C, No): (781) 792-3400
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b>  Southern New Hampshire Services Inc. 40 Pine Street Manchester, NH 03103	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Cincinnati Insurance Company	<b>NAIC #</b> 10677
	<b>INSURER B:</b> Eastern Alliance Insurance Company	<b>NAIC #</b> 10724
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:**      **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 SUBR INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		ETD 041 72 57	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		ETA 041 72 60	12/31/2019	12/31/2020	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		ETD 041 72 57	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	03-0000112165-02	12/31/2019	12/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liab.		ETD 041 72 57	12/31/2019	12/31/2020	Aggregate \$2,000,000      1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161, Additional Remarks Schedule, may be attached if more space is required)  
Automobile: \$500 Comprehensive Deductible / \$1,000 Collision Deductible

Workers Compensation Covered States (A): NH, ME

### CERTIFICATE HOLDER

### CANCELLATION

NH Employment Security 45 South Fruit St. Concord, NH 03301	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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