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STATE OF NEW HAMPSHIRE  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Resources and Economic Development, Office of Workforce Opportunity (DRED/OWO), to amend a contract (#1018853) for services with Southern NH Services, Inc. (SNHS) (VC#177198) 40 Pine Street, Manchester NH, by increasing the contract amount from \$15,297,212.04 to \$15,307,212.04 (an increase of \$10,000) for the delivery of Workforce Investment Act (WIA) Incentive Grant services through June 30, 2014. The original contract was approved by the Governor and Executive Council on September 14, 2011, Item #54; amended on February 28, 2012. (Item #46); amended on November 14, 2012 (Item #75); amended on April 3, 2013, Item #53 and last amended on December 4, 2013 (Item #48). The US Department of Labor (USDOL) funds this program. This program is 100% federal funding.

Funding for this contract is to be encumbered from account titled, Workforce Opportunity, as follows:

03-35-35-350510-53360000-102-500731 Contract for Program Services	<u>FY 14</u> <b>\$10,000</b>
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**EXPLANATION**

The original contract between DRED/OWO and SNHS for the delivery of Workforce Investment Act (WIA) Adult & Dislocated Worker Program services was issued in response to Request for Proposals (RFP) #02-DREDOWOWIA. DRED/OWO is the state grant recipient for WIA federal funds awarded by the USDOL. The State Workforce Investment Board (Board) is the oversight body established by federal regulation to oversee the appropriate use of WIA federal funds received by DRED/OWO.

In executing its responsibilities for WIA Adult and Dislocated Worker funds, the Board, through DRED/OWO, has designated specific operational and fiscal responsibilities (in accordance with RFP #02-DREDOWOWIA) for WIA funds to SNHS through this contract agreement. As a condition of this agreement, SNHS assumes responsibility for the specific operational, fiscal, and monitoring responsibilities cited in this contract. The additional funds made available through this contract modification are incentive grant funds will expire effective June 30, 2014. SNHS will use these funds to supplement current activities specific to sector strategy development efforts on the local level as approved by the State Workforce Investment Board and DRED/OWO.

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

Sincerely,

Jeffrey J. Rose, Commissioner

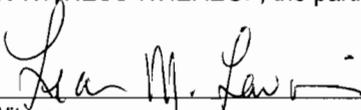


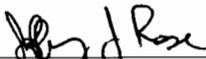
**MODIFICATION OF CONTRACT WITH RESPECT TO  
THE IMPLEMENTATION OF WORKFORCE INVESTMENT ACT (WIA) SERVICES**

The Department of Resources and Economic Development, Office of Workforce Opportunity and Southern NH Services, Inc. (SNHS), Manchester, NH (VC# 177198) hereby mutually agree to amend their contract (# 1018853) for WIA Services, which was originally approved by the Governor and Executive Council on September 14, 2011 (Item #54), amended on February 28, 2012 (Item #46), amended on November 14, 2012 (Item #75), amended on April 3, 2013 (Item #53), and last amended on December 4, 2013 (Item #48) with a completion date of June 30, 2015. This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

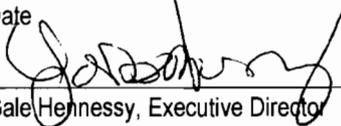
1. Increase current contract amount of \$15,297,212.04 to \$15,307,212.04.
2. Increase of \$10,000 awarded for WIA Incentive Funds for sector strategies (CFDA# 17.267), to be used for allowable program activities consistent with the Grant Plan as approved by the State Workforce Investment Board through June 30, 2014.
3. All other terms and conditions of this contract shall remain the same in full force and effect as originally set forth; and
4. This amendment is subject to approval by the Governor and Executive Council.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year written below.

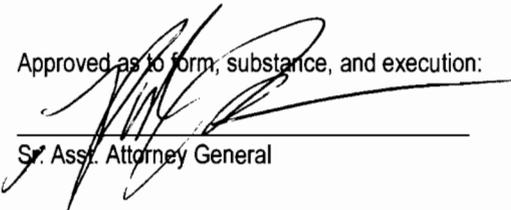
  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Jeffrey J. Rose, Commissioner

  
\_\_\_\_\_  
Witness Diane Erikson, Executive Assistant

Date \_\_\_\_\_  
  
\_\_\_\_\_  
Gale Hennessy, Executive Director

Approved as to form, substance, and execution:

  
\_\_\_\_\_  
Sr. Ass. Attorney General

Date

2-24-14  
\_\_\_\_\_  
Date

Approved by Governor and Executive Council: At the \_\_\_/\_\_\_/\_\_\_ meeting. Item # \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/3/2014

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 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> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101		<b>CONTACT NAME:</b> Karen Shaughnessy <b>PHONE (A/C No. Ext):</b> (603) 669-3218 <b>FAX (A/C. No):</b> (603) 645-4331 <b>E-MAIL ADDRESS:</b> kshaughnessy@crossagency.com	
<b>INSURED</b> Southern NH Services P.O. Box 5040  Manchester NH 03108		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Ins Co <b>INSURER B:</b> MEMIC Indemnity Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 11030

**COVERAGES**      **CERTIFICATE NUMBER:** 13-14 All lines      **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>GENERAL LIABILITY</b>		PHPK959421	12/31/2013	12/31/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Employee Benefits					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Professional Liab					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COM/POP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					\$
A	<b>AUTOMOBILE LIABILITY</b>		PHPK959421	12/31/2013	12/31/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						Underinsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	PHUB406269	12/31/2013	12/31/2014	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED \$	RETENTION \$				\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>		3102801290			<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ 500,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> N	(3e.) ME & NH	12/31/2013	12/31/2014	E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	All officers included			E.L. DISEASE - EA EMPLOYEE \$ 500,000
A	<b>Crime</b>		PHPK959421	12/31/2013	12/31/2014	Fidelity: \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Refer to policy for exclusionary endorsements and special provisions.

**CERTIFICATE HOLDER**

NH Department of Resources & Economic Dev  
 Office of Workforce Opportunity  
 172 Pembroke Road  
 PO Box 1856  
 Concord, NH 03302-1856

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE  
 Laura Perrin/JBC *Laura Perrin*



**CERTIFICATE OF VOTE**  
**(Corporate Authority)**

I Jill McLaughlin, Secretary of Southern New Hampshire Services, Inc.  
(name) (corporation name)

(hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly  
(state)  
elected and acting Secretary of the Corporation; (2) I maintain and have custody and am familiar with the  
minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of  
such books; (4) that the Board of Directors of the Corporation have authorized, on September 30, 2013,  
(date)  
such authority to be in force and effect until June 30, 2015.  
(contract termination date)

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

<u>Gale F. Hennessy</u>	<u>Executive Director</u>
<u>Michael O'Shea</u>	<u>Fiscal Officer</u>
<u>Denise Vallancourt</u>	<u>Accounting Manager</u>

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

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

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 21st day of  
February, 20 14.

Jill McLaughlin  
Jill McLaughlin, Secretary

STATE OF New Hampshire  
COUNTY OF Hillsborough

On this the 21st day of February, 20 14, before me, Diane P. Erikson the  
undersigned Officer, personally appeared, Jill McLaughlin who acknowledged herself to be the  
Secretary of Southern New Hampshire Services, Inc., a corporation, and that she as  
such Secretary being authorized to do so, executed the foregoing instrument for the purposes  
therein contained.

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

Commission Expiration Date:



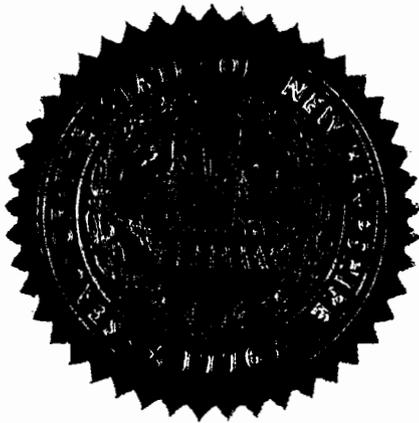
Diane P. Erikson  
Notary Public



# 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 formed May 28, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1<sup>st</sup> day of April A.D. 2013

A handwritten signature in black ink, appearing to read "William M. Gardner", written in a cursive style.

William M. Gardner  
Secretary of State





SKW  
48

STATE OF NEW HAMPSHIRE  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
OFFICE OF THE COMMISSIONER

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

November 6, 2013

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Resources and Economic Development, Office of Workforce Opportunity (DRED/OWO), to amend a contract (#1018853) for services with Southern NH Services, Inc. (SNHS) (VC#177198) 40 Pine Street, Manchester NH, by increasing the contract amount from \$14,627,419.58 to \$15,297,212.04 (an increase of \$669,792.48), for the delivery of Workforce Investment Act (WIA) Grant services through June 30, 2015. The original contract was approved by the Governor and Executive Council on September 14, 2011, Item #54; amended on February 28, 2012 (Item #46); amended on November 14, 2012 (Item #75); and amended on April 3, 2013, Item #53. The US Department of Labor (USDOL) funds this program. This program is 100% federal funding.

Funding for this contract is to be encumbered from account titled, Workforce Opportunity, as follows:

	<u>FY 14</u>	<u>FY15</u>
03-35-35-350510-53360000-102-500731 Contract for Program Services	\$619,792.48	\$50,000

**EXPLANATION**

The original contract between DRED/OWO and SNHS for the delivery of Workforce Investment Act (WIA) Adult & Dislocated Worker Program services was issued in response to Request for Proposals (RFP) #02-DREDOWOWIA. DRED/OWO is the state grant recipient for WIA federal funds awarded by the USDOL. The State Workforce Investment Board (Board) is the oversight body established by federal regulation to oversee the appropriate use of WIA federal funds received by DRED/OWO.

In executing its responsibilities for WIA Adult and Dislocated Worker funds, the Board, through DRED/OWO, has designated specific operational and fiscal responsibilities (in accordance with RFP #02-DREDOWOWIA) for WIA funds to SNHS through this contract agreement. As a condition of this agreement, SNHS assumes responsibility for the specific operational, fiscal, and monitoring responsibilities cited in this contract. Funds made available through this contract modification will support the continuation of WIA Adult and Dislocated Worker services for eligible adults and expand the resources for sector strategy development efforts on the local level as approved by the State Workforce Investment Board and DRED/OWO.

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

Sincerely, <sup>TM</sup>

Jeffrey J. Rose, Commissioner

**MODIFICATION OF CONTRACT WITH RESPECT TO  
THE IMPLEMENTATION OF WORKFORCE INVESTMENT ACT (WIA) SERVICES**

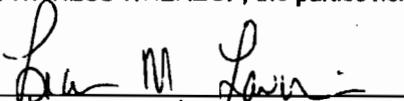
The Department of Resources and Economic Development, Office of Workforce Opportunity and Southern NH Services, Inc. (SNHS), Manchester, NH (VC# 177198) hereby mutually agree to amend their contract (# 1018853) for WIA Services, which was originally approved by the Governor and Executive Council on September 14, 2011 (Item #54), amended on February 28, 2012 (Item #46), amended on November 14, 2012 (Item #75) and amended on April 3, 2013 (Item #53), with a completion date of June 30, 2015. This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

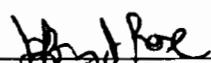
1. Increase current contract amount of \$14,627,419.56 to \$15,297,212.04.
2. Increase of \$669,792.48 awarded for WIA Adult and Dislocated Worker Services (CFDA# 17.258/17.278) and WIA Incentive Funds for sector strategies (CFDA# 17.267), to be used as follows:
  - \$327,681.00 in Incentive Funds (Award #2), of which no more than 8% shall be used for administration costs.
  - \$342,111.48 in WIA Funds of which no more than 8% shall be used for administration costs.
3. Realign budget planning assumptions outlined in Exhibit B of the contract agreement to reflect actual for FY12 (Year 1) and FY13 (Year 2) expenditures, and new planned expenditures for FY14 (Year 3) and FY15 (Year 4).

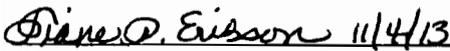
	WIA-Adult Program	WIA-Adult Admin	WIA-Adult MOU	WIA-DW Program	WIA-DW Admin	WIA-DW MOU	WIA Rapid Response	WIA Incentive Grants	Actual 1 & 2 Plan 3 & 4
Year 1	716,596.57	73,685.24	152,000.00	1,240,965.28	117,322.28	152,000.00	30,310.67		2,482,880.04
Year 2	1,053,527.32	103,950.77	108,326.26	1,871,178.77	164,018.10	167,261.19	50,645.11	95,004.50	3,613,912.02
Year 3	2,321,737.87	201,890.25	0.00	2,253,862.70	195,988.06	0.00	0.00	582,614.50	5,556,093.38
Year 4	1,527,195.00	122,175.60	0.00	1,789,359.52	155,596.48	0.00	0.00	50,000.00	3,644,326.60
	5,619,056.76	501,701.86	260,326.26	7,155,366.27	632,924.92	319,261.19	80,955.78	727,619.00	15,297,212.04

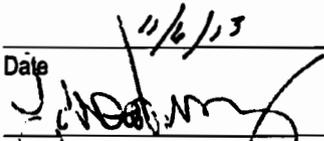
4. All other terms and conditions of this contract shall remain the same in full force and effect as originally set forth; and
5. This amendment is subject to approval by the Governor and Executive Council.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year written below.

  
Witness

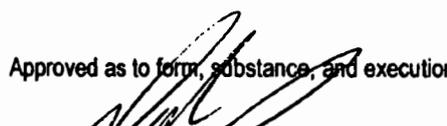
  
Jeffrey J. Rose, Commissioner

  
Witness

  
Gale F. Hennessy, Executive Director

11-1-13  
Date

Approved as to form, substance, and execution:

  
S. Asst. Attorney General

  
Date

Approved by Governor and Executive Council: At the 12/11/13 meeting. Item # 48



44-1119 1493

STATE OF NEW HAMPSHIRE  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
OFFICE OF THE COMMISSIONER

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

PO 1018853

March 5, 2013

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Resources and Economic Development, Office of Workforce Opportunity (DRED/OWO), to amend a contract (#1018853) for services with Southern NH Services, Inc. (SNHS) (VC#177198) 40 Pine Street, Manchester NH, by increasing the contract amount from \$14,150,626.00 to \$14,627,419.56 (an increase of \$476,793.56; for the delivery of Workforce Investment Act (WIA) Grant services through June 30, 2015. The original contract was approved by the Governor and Executive Council on September 14, 2011, Item #54; amended on February 28, 2012 (Item #46); amended on November 14, 2012 (Item #75). The US Department of Labor (USDOL) funds this program. This program is 100% federal funding.

Funding for this contract is to be encumbered from account titled, Workforce Opportunity, as follows:

	<u>FY 13</u>	<u>FY14</u>
03-35-35-350510-53360000-102-500731 Contract for Program Services	\$376,793.56	\$100,000

**EXPLANATION**

The original contract between DRED/OWO and SNHS for the delivery of Workforce Investment Act (WIA) Adult & Dislocated Worker Program services was issued in response to Request for Proposals (RFP) #02-DREDOWOWIA. DRED/OWO is the state grant recipient for WIA federal funds awarded by the USDOL. The State Workforce Investment Board (Board) is the oversight body established by federal regulation to oversee the appropriate use of WIA federal funds received by DRED/OWO.

In executing its responsibilities for WIA Adult and Dislocated Worker funds, the Board, through DRED/OWO, has designated specific operational and fiscal responsibilities (in accordance with RFP #02-DREDOWOWIA) for WIA funds to SNHS through this contract agreement. As a condition of this agreement, SNHS assumes responsibility for the specific operational, fiscal, and monitoring responsibilities cited in this contract. Funds made available through this contract modification will support sector strategy development efforts on the local level as approved by DRED/OWO.

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

Respectfully submitted,

  
Philip A. Bryce  
Acting Commissioner

**MODIFICATION OF CONTRACT WITH RESPECT TO THE IMPLEMENTATION OF  
WORKFORCE INVESTMENT ACT (WIA) SERVICES**

The Department of Resources and Economic Development, Office of Workforce Opportunity and Southern NH Services, Inc. (SNHS), Manchester, NH (VC#177198) hereby mutually agree to amend their contract (#1018853) for WIA Services, which was originally approved by the Governor and Executive Council on September 14, 2011 (Item #54), amended on February 28, 2012 (Item #46), amended on November 14, 2012 (Item #75) with a completion date of June 30, 2015. This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

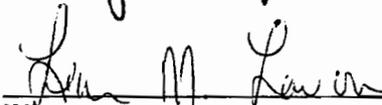
1. Increase current contract amount of 14,150,626.00 to 14,627,419.56.
2. Increase of \$476,793.56 awarded for WIA Adult and Dislocated Worker Services (CFDA#17.258/17.278). Funds to be used as follows:  
Adult - Program Funds: \$77,099.20, Administration Funds: \$6,704.27;  
Dislocated Worker – Program Funds: \$361,550.89, Administration Funds: \$31,439.20.
3. All other terms and conditions of this contract shall remain the same in full force and effect as originally set forth; and
4. This amendment is subject to approval by the Governor and Executive Council.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year written below.

  
\_\_\_\_\_  
Michael O'Shea, SNHS Fiscal Officer  
Date 3-7-13

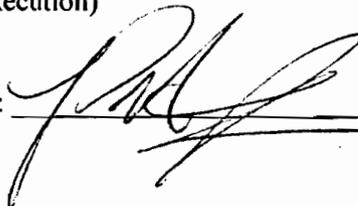
<sup>TM</sup>  
  
\_\_\_\_\_  
Philip A. Bryce, Acting DRED Commissioner  
Date 3-13-13

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

Approved by the Attorney General (Form, Substance and Execution)

Date: 3/18/13

By:   
\_\_\_\_\_

Approved by Governor and Executive Council

Date: 4/3/13

Item 53

*4m*



7+L 11/17/12 # 75

STATE OF NEW HAMPSHIRE  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
OFFICE OF THE COMMISSIONER

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

PO #1018853

October 18, 2012

His Excellency Governor John H. Lynch  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Resources and Economic Development, Office of Workforce Opportunity (DRED/OWO), to amend a contract (#1018853) for services with Southern NH Services, Inc. (SNHS) (VC#177198) 40 Pine Street, Manchester NH, by increasing the contract amount from \$13,750,688.00 to \$14,150,626.00 (an increase of \$399,938.00); and amending the end date for these funds only from June 30, 2015 to June 30, 2014; for the delivery of Workforce Investment Act (WIA) Incentive Grant services. The original contract was approved by the Governor and Executive Council on September 14, 2011, Item #54 and amended on February 28, 2012 (Item #46). The US Department of Labor (USDOL) funds this program. This program is 100% federal funding.

Funding for this contract is to be encumbered from account titled, Workforce Opportunity, as follows:

	<u>FY 13</u>	<u>FY14</u>
03-35-35-350510-53360000-102-500731 Contract for Program Services	\$299,938	\$100,000

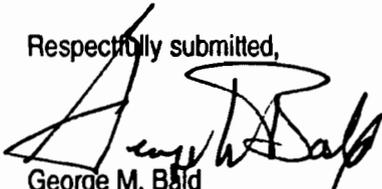
**EXPLANATION**

The original contract between DRED/OWO and SNHS for the delivery of Workforce Investment Act (WIA) Adult & Dislocated Worker Program services was issued in response to Request for Proposals (RFP) #02-DREDOWOWIA. DRED/OWO is the state grant recipient for WIA federal funds awarded by the USDOL. The State Workforce Investment Board (Board) is the oversight body established by federal regulation to oversee the appropriate use of WIA federal funds received by DRED/OWO. The SWIB has determined to use WIA Incentive Funds to improve sector development efforts on the local level.

In executing its responsibilities for WIA Adult and Dislocated Worker funds, the Board, through DRED/OWO, has designated specific operational and fiscal responsibilities (in accordance with RFP #02-DREDOWOWIA) for WIA funds to SNHS through this contract agreement. As a condition of this agreement, SNHS assumes responsibility for the specific operational, fiscal, and monitoring responsibilities cited in this contract. Funds made available through this contract modification will support sector strategy development efforts on the local level as approved by DRED/OWO.

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

Respectfully submitted,

7/11  
  
George M. Bald  
Commissioner





STATE OF NEW HAMPSHIRE *G+C 2/8/12*  
 DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
 OFFICE OF THE COMMISSIONER *#46*

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

*# 1018853*

January 19, 2012

His Excellency Governor John H Lynch  
 and the Honorable Executive Council  
 State House  
 Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Resources and Economic Development, Office of Workforce Opportunity (DRED/OWO), to amend a contract (#1018853) for services with Southern NH Services, Inc. (SNHS) (VC#177198) 40 Pine Street, Manchester NH, by increasing the contract amount from \$13,450,688.00 to \$13,750,688.00 (an increase of \$300,000.00); and amending the end date for these funds only from June 30, 2015 to June 30, 2013; for the delivery of Workforce Investment Act (WIA Dislocated Worker Program Rapid Response services. The original contract was approved by the Governor and Executive Council on September 14, 2011, Item #54. The US Department of Labor (USDOL) funds this program. This program is 100% federal funding.

Funding for this contract is to be encumbered from account titled, Workforce Opportunity, as follows:

	<u>FY 12</u>	<u>FY13</u>
03-35-35-350510-53360000-102-500731 Contract for Program Services	\$275,000	\$25,000

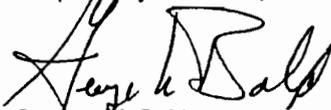
**EXPLANATION**

The original contract between DRED/OWO and SNHS for the delivery of Workforce Investment Act (WIA) Adult & Dislocated Worker Program services was issued in response to Request for Proposals (RFP) #02-DREDOWOWIA. DRED/OWO is the state grant recipient for WIA federal funds awarded by the USDOL. The State Workforce Investment Board (Board) is the oversight body established by federal regulation to oversee the appropriate use of WIA federal funds received by DRED/OWO.

In executing its responsibilities for WIA Adult and Dislocated Worker funds, the Board, through DRED/OWO, has designated specific operational and fiscal responsibilities (in accordance with RFP #02-DREDOWOWIA) for WIA funds to SNHS through this contract agreement. As a condition of this agreement, SNHS assumes responsibility for the specific operational, fiscal, and monitoring responsibilities cited in this contract including the provision of local rapid response services. The additional funds made available through this contract modification will support ongoing rapid response services to workers laid-off from Fraser Paper, Balsams Resort, Pro-Flo Industries, and similar dislocation events as identified by the Office of Workforce Opportunity.

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

Respectfully submitted,

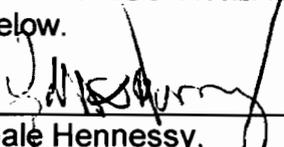
  
 George M. Bald  
 Commissioner

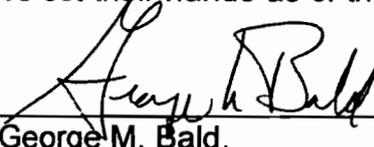
**MODIFICATION OF CONTRACT WITH RESPECT TO THE IMPLEMENTATION OF  
WORKFORCE INVESTMENT ACT (WIA) SERVICE DELIVERY**

The Department of Resources and Economic Development, Office of Workforce Opportunity and Southern New Hampshire Services, Inc., 40 Pine St. Manchester, NH (VC#177198) hereby mutually agree to amend their contract (#1018853) for Workforce Investment Act (WIA) Service Delivery, which was originally approved by the Governor and Executive Council on September 14, 2011 (Item #54) with a completion date of June 30, 2015. This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

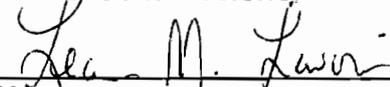
1. Increase original contract amount of \$13,450,688.00 to 13,750,688.00.
2. Increase of \$300,000 awarded for rapid responses services and includes a maximum of 8% total for Administration (CFDA #17.260).
3. Funds awarded through this contract amendment may be used to provide rapid response services to laid-off workers from Fraser Papers, Balsams Resort, Pro-Flo Industries, and other similar events as approved by the Office of Workforce Opportunity.
4. Completion date for these funds only of June 30, 2013.
5. All other terms and conditions of this contract shall remain the same in full force and effect as originally set forth.
6. This amendment is subject to approval by the Governor and Executive Council.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year written below.

  
 \_\_\_\_\_  
 Gale Hennessy, SNHS Executive Director      1/18/12 Date

  
 \_\_\_\_\_  
 George M. Bald, DRED Commissioner      1/19/12 Date

  
 \_\_\_\_\_  
 Witness

  
 \_\_\_\_\_  
 Witness

Approved by the Attorney General (Form, Substance and Execution)

Date: 1/20/12 By: 

Approved by Governor and Executive Council

Date: 2/8/12 Item # 46 Am



C/L C 117111  
#54

STATE OF NEW HAMPSHIRE  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
OFFICE OF THE COMMISSIONER

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

PO 1018853

August 15, 2011

His Excellency Governor John H Lynch  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Resources and Economic Development, Office of Workforce Opportunity (DRED/OWO), to enter into a contract for services with Southern NH Services, Inc. (SNHS) (VC#177198) 40 Pine Street, Manchester NH, for \$13,450,688.00, for the delivery of Workforce Investment Act (WIA) Adult and Dislocated Worker Program services effective upon Governor and Council approval through June 30, 2015. The US Department of Labor (USDOL) funds this program. This program is 100% federal funding.

Funding for this contract is to be encumbered from account titled, Workforce Opportunity, as follows and pending budget approval for FY 2014 and FY 2015:

03-35-35-350510-53360000-102-500731	Contract for Program Services
<u>FY12</u>	<u>FY13</u>
\$3,034,235	\$3,472,151
	<u>FY14</u>
	\$3,472,151
	<u>FY15</u>
	\$3,472,151

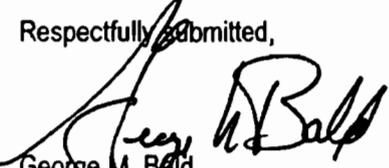
**EXPLANATION**

This contract between DRED/OWO and SNHS for the delivery of Workforce Investment Act (WIA) Adult and Dislocated Worker Program services is issued in response to Request for Proposals (RFP) #02-DREDOWOWIA. (See Attachment A for RFP details). DRED/OWO is the state grant recipient for WIA federal funds awarded by the USDOL. The State Workforce Investment Board (Board) is the oversight body established by federal regulation to oversee the appropriate use of WIA federal funds received by DRED/OWO.

In executing its responsibilities for WIA Adult and Dislocated Worker funds the Board, through DRED/OWO, has designated specific operational and fiscal responsibilities for WIA funds to SNHS through this contract agreement. As a condition of this agreement, SNHS assumes responsibility for the specific operational, fiscal, and monitoring responsibilities cited in the contract for the purpose of delivering services to WIA 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 four-year contract for services to ensure program continuity. For major WIA 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.

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

Respectfully submitted,  
  
George M. Bald  
Commissioner

## ATTACHMENT A –WIA RFP #2-DREDOWOWIA DETAILS

### Purpose of the RFP

The Department of Resources and Economic Development, Office of Workforce Opportunity (DRED) solicited a Request for Proposal (RFP) on behalf of the State Workforce Investment Board (Board). The purpose of the RFP is to identify an appropriate service provider to provide employment and training services for Workforce Investment Act (WIA) Adult and Dislocated Worker activities on a statewide basis for four continuous years, contingent on annual funding availability and evaluation of successful performance.

The re-employment services offered will be funded under the *Workforce Investment Act of 1998, P.L. 105-220, 20 USC 9201* and shall be delivered through the established one-stop service delivery system known as NH Works (currently there are twelve NH Works offices located throughout the State).

The first year award will be for Program Year 2011, beginning October 1, 2011, and ending June 30, 2012. Subsequent contract years (program years 2012 -2014) will run twelve months, July 1 to June 30 of each year, with a final date of service of June 30, 2015.

### RFP Process Details

- On June 14, 2011, DRED/OWO issued a RFP for WIA services on behalf of the State Workforce Investment Board.
- The purpose of the RFP was to identify a service provider to operate the statewide Workforce Investment Act program for Adult and Dislocated Workers for four consecutive years (October 1, 2011 – June 30, 2015) consistent with federal and state policy and procedures.
- A copy of the RFP was posted on the NH Works website and the State of NH procurement website. A Public Notice appeared in both the Concord Monitor and the Union Leader. In addition, a copy of the RFP was sent via email to NH Works partner agencies and USDOL staff with instructions to share as appropriate.
- A sub-committee of the State Workforce Investment Board served as the RFP review panel. The review panel members are as follows:
  - Mr. Dick Anagnost – Chair, State Workforce Investment Board/CEO/Owner Anagnost, Inc.
  - Mr. Jay Kahn – Vice President for Finance and Planning, Keene State College
  - Mr. Dwight Davis – Chair, State Workforce Investment Board Youth Council/Masiello Real Estate
  - Mr. Dave Cioffi – Board Member/Former Small Business Owner
- Bonnie St.Jean, OWO Program Administrator served as staff to the review committee.
- The review panel evaluated each submitted proposal based on the following:

Cover Page	Pass/Fail
Proposal Checklist	Pass/Fail
Organizational Experience and Past Performance	30 points
Relationships and Collaboration	30 points
Program Design	60 points
Program Cost and Performance	30 points
Statement of Compliance Form	Pass/Fail

**STATE OF NEW HAMPSHIRE DEPT. OF RESOURCES & ECONOMIC DEVELOPMENT  
SCSEP CONTRACT AGREEMENT**

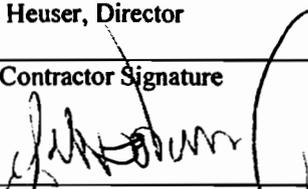
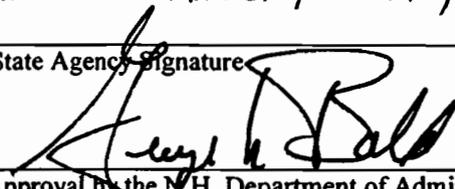
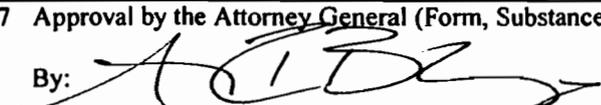
Subject: Workforce Investment Act (WIA) Adult & Dislocated Worker Contract for Services

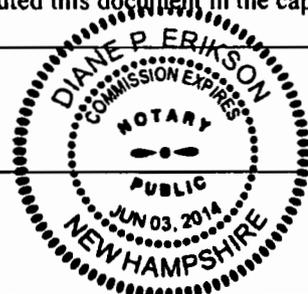
**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Dept. of Resources & Economic Development Office of Workforce Opportunity		1.2 State Agency Address 172 Pembroke Road PO Box 1856 Concord, NH 03302-1856	
1.3 Contractor Name Southern NH Service, Inc.		1.4 Contractor Address 40 Pine Street, PO Box 5040, Manchester, NH 03103	
1.5 Contractor Phone Number 603-668-8010	1.6 Account Number 010-035-5336-102-500731	1.7 Completion Date 6/30/2015	1.8 Price Limitation \$13,450,688.00
1.9 Contracting Officer for State Agency Jackie Heuser, Director		1.10 State Agency Telephone Number 603-271-7275	
1.11 Contractor Signature 		1.11 Name and Title of Contractor Signatory Gale F. Hennessy, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>HILLSBOROUGH</u> On <u>AUGUST 16, 2011</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <u>Diane P. Erikson, Notary Public</u> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>DIANE P. ERIKSON, NOTARY PUBLIC</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory George M. Bald, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>n/a</u> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>8/19/2011</u>			
1.18 Approval by the Governor and Executive Council By: <u>#54</u> On: <u>9/14/11</u>			



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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement

those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

**7. PERSONNEL.**

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

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

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

**8. EVENT OF DEFAULT/REMEDIES.**

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of

termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

**14. INSURANCE.**

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer

identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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

**NH Department of Resources & Economic Development  
Office of Workforce Opportunity**

**STANDARD EXHIBIT A**

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**SCOPE OF SERVICES**

**Contract Period: Governor and Council approval to June 30, 2015**

**Contractor: Southern New Hampshire Services, Inc.**

**SCOPE OF SERVICES**

This cost reimbursement agreement for services between Southern NH Services, Inc. (SNHS) and NH Department of Resources & Economic Development, Office of Workforce Opportunity (DRED/OWO) will be for a term beginning upon Governor and Council approval and terminating on June 30, 2015. Total payments under this agreement shall not exceed: \$13,450,688.00 and shall be expended consistent with the line item budget in Exhibit B of this agreement. Funds authorized under this agreement are for the sole purpose of implementing Workforce Investment Act (WIA) Adult and Dislocated Worker services and shall not be used for any purpose other than those activities identified in the Statement of Work in this agreement and in accordance with US DOL WIA 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 WIA eligible participants, and agrees to carry out these duties consistent with all the conditions and terms of this agreement, and all applicable federal and state laws, regulations and requirements. In addition, by signing this agreement SNHS acknowledges the substantial operational level oversight retained by the DRED/OWO under this agreement for the duration of the agreement performance period.

SNHS shall delivery Workforce Investment Act (WIA) statewide services consistent with the policy and procedures established by DRED, the US Department of Labor, and as specified in Section V: Statement of Work of RFP#02-DREDOWOWIA11, incorporated by reference into this contract agreement.

**Deliverables**

SNHS will be responsible for the deliverables outlined in Section V: Statement of Work of RFP#02-DREDOWOWIA11 (page 21- page 40).

SNHS is authorized to sub-contract for services with other New Hampshire based Community Action Programs for the purpose of delivering WIA services in designated areas of the State. SNHS is required to ensure that all sub-contract awards contain the same regulatory requirements as those contained in this agreement.

**Performance Goals**

WIA Program Goals are established by USDOL on an annual basis. SNHS will be responsible for achieving the performance goals listed below for Program Year 2011. These measures are applied to all participants exited during the WIA program year, and shall be determined to have been met or not met performance based on the WIA final year-end performance report issued by DRED/OWO.

Performance Measure	Entered Employment	Retention	Average Earnings
Funding Source	Performance Goal	Performance Goal	Performance Goal
ADULT	74%	84%	\$9,200
DISLOCATED WORKER	80%	87%	\$15,000

Performance goals will be assigned to SNHS at the time of USDOL issuance for the remaining program years covered under this agreement and/or for future NEG grants as they are awarded.

**Staffing Requirements**

SNHS will maintain a staffing level adequate to effectively delivery WIA services state-wide, consistent with the requirements outlined in the RFP #02 DREDOWOWIA Statement of Work – STAFF REQUIREMENTS. Direct services staff shall be stationed in the local NH Works office, unless otherwise approved by the OWO Director. SNHS shall submit a staffing plan for approval by DRED/OWO by no later than June 30<sup>th</sup> of each program year. The staffing plan for Program Year 2011 is attached to this agreement.

**Reporting Requirements**

SNHS will submit timely and accurate reports consistent with the requirements outlined in the RFP#02DREDOWOWIA11 Statement of Work – PROGRAM REPORTING REQUIREMENTS.

SNHS shall be aware that fiscal invoices are due on a monthly basis (versus the quarterly requirement in previous contracts) effective at the time of contract approval by the Governor and Council.

**System Requirements**

SNHS will be responsible for maintaining adequate technology and internet access to ensure timely data entry in the state managed E-Teams WIA case management system consistent with RFP #02 DREDOWOWIA Statement of Work – PROGRAM REPORTING REQUIREMENTS (C.)

**Special Conditions**

As demonstrated by signing this contract, SNHS acknowledges and shall adhere to the terms and conditions as outlined in RFP #02 DREDOWOWIA11, SECTION VI: PROVISIONS AND DISCLAIMERS

SNHS shall also be responsible for adhering to the terms and conditions outlined in Exhibit C Special Provisions of this contract document.

**NH Department of Resources & Economic Development  
Office of Workforce Opportunity**

**STANDARD EXHIBIT B**

**TERMS AND CONDITIONS OF PAYMENT**

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

Contract Period: **From date of Governor and Council approval to June 30, 2015.**

1. Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Scope of Services, the Department of Resources & Economic Development (DRED/OWO) shall reimburse the contractor up to a maximum total payment of \$3,034,235 for FY 12, \$3,472,151 for FY 13, \$3,472,151 for FY 14, \$3,472,151 for FY 15. These amounts are further delineated as follows:

	Funding Source	Program Funds	Administration	MOU Costs	TOTAL
Program Year 2011	Adult	\$1,143,376	\$113,082	152,000	1,408,458
	Dislocated Worker	\$1,341,137	\$132,640	152,000	1,625,777
Program Year 2012*	Adult	\$1,251,427	\$123,768	152,000	1,527,195
	Dislocated Worker	\$1,631,590	\$161,366	152,000	1,944,956
Program Year 2013*	Adult	\$1,251,427	\$123,768	152,000	1,527,195
	Dislocated Worker	\$1,631,590	\$161,366	152,000	1,944,956
Program Year 2014*	Adult	\$1,251,427	\$123,768	152,000	1,527,195
	Dislocated Worker	\$1,631,590	\$161,366	152,000	1,944,956

\* Estimates based on current funding; actual funding contingent upon federal awards issued in June of each program year.

2. 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** WIA Adult Activities – States, and **17.278** WIA Dislocated Workers – Formula - States for the purpose of the delivery of WIA services to eligible individuals.
3. Contractor use of funds in this contract must be in accordance with Title IB Workforce Investment Act (WIA) program assurances. See Exhibit C and attachments for specifics.
4. The Contractor must have written authorization from DRED/OWO prior to using contract funds to purchase any property or equipment with a cost in excess of \$100.00 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.
5. Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period from G&C approval date through June 30, 2015. The total payments made by DRED/OWO under this agreement **shall not exceed the sum of \$13,450,688.00 for the period of G&C approval through June 30, 2015**, unless otherwise modified by signed agreement between DRED/OWO and SNHS.

6. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to DRED/OWO for final approval no later than June 30 for each program year covered under this agreement. With the exception of personnel related costs, the Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed 20% of the original line item amount and the total contract price. Such amendments shall only be made upon written request and approval by DRED/OWO. Any adjustments in Personnel related expenses shall require the prior written approval of DRED/OWO. Adjusted budgets shall not exceed the negotiated administration costs for each program year.
7. The Contractor agrees that all financial reports shall at a minimum be itemized by administrative, program and MOU expenses.
8. 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 DRED/OWO of required reports as stated in Exhibit A – Scope of Services.
9. 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.
10. Invoices shall be sent to:  
  
Tammy Moore, Fiscal Administrator  
Office of Workforce Opportunity  
Department of Resources & Economic Development  
172 Pembroke Road/PO Box 1856  
Concord, NH 03302-1856  
  
Invoices shall be paid to:  
Southern NH Services, Inc.  
40 Pine Street  
Concord, NH 03302-1016  
Attention: Denise Vallancourt, Staff Accountant
11. The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized DRED/OWO staff and/or its auditors.
12. 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 DRED/OWO.
13. DRED/OWO reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by DRED/OWO and/or the State of New Hampshire.
14. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIA federal, State and DRED/OWO cash management regulations and policies.

15. The Contractor is solely responsible for paying to DRED/OWO any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
16. DRED/OWO 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.
17. 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 Office of Workforce Opportunity.



**NH Department of Resources & Economic Development  
Office of Workforce Opportunity**

**STANDARD EXHIBIT C**

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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 provided by the DRED for that purpose and shall be made and remade at such times as are prescribed by the DRED.
3. **Documentation:** In addition to the determination forms required by the DRED, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the DRED requests. The Contractor shall furnish DRED with all forms and documentation regarding eligibility determinations that DRED 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 WIA 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 WIA 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 DRED (Office of Workforce Opportunity) 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 A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received

by any officials, officers, employees or agents of the Contractor/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 DRED, 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 DRED.
  - 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 DRED 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. DRED may require the retention of hard copy files for up to six years, if the participant file is selected for a data validation review. The Contractor shall not destroy any participant files without written permission from DRED.
8. **Audit:** Contractor shall submit an annual audit report to DRED 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 Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
  - a. **Audit and Review:** During the term of this Contract and the period for retention hereunder, DRED, 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 DRED, 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 in the laws and regulations relating to confidentiality.
  - c. Each employee funded through this contract agreement shall be required to sign a confidentiality statement provided by DRED.
10. **Reports: Program and Fiscal:** The Contractor agrees to submit the following reports at the following times if requested by the DRED.
- a. **Quarterly Progress Reports:** Written reports containing a detailed description of all planned verses actual program performance to the date of the report and containing such other information as shall be deemed satisfactory by the DRED to justify the rate of payment hereunder. Such Reports shall be submitted on the form designated by the DRED or deemed satisfactory by the DRED.
  - b. **Annual Report:** An annual report shall be submitted within thirty (30) days after the end of the term of this Contract. The Report shall be in a form satisfactory to the DRED and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the DRED.
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 DRED 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 Resources & Economic Development, with funds provided by 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 WIA 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 WIA funds, including a sub-grant or contract under the Contractor; and ii) any rights of copyright to which the Contractor purchases ownership with WIA 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 DRED and/or the US Department of Labor, relating to all participants served during the contract period in the case management system mandated by DRED. (e.g., E-Teams for WIA 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 DRED 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.

# NH Department of Resources and Economic Development

## 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 IB Workforce Investment Act (WIA) Programs

Contract Period: Date of Governor & Council Approval through June 30, 2015

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

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

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

  
(Contractor Representative Signature)

Gale F. Hennessy, Executive Director  
(Authorized Contractor Representative Name & Title)

Southern NH Services, Inc.  
(Contractor Name)

8-16-11  
(Date)



# NH Department of Resources and Economic Development

## 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 Resources & Economic Development (DRED) 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 DRED 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, DRED may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to DRED to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DRED.
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, DRED may terminate this transaction for cause or default.

#### **PRIMARY COVERED TRANSACTIONS**

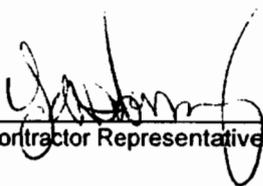
- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
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

**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)

**Gale F. Hennessy, Executive Director**  
\_\_\_\_\_  
(Authorized Contractor Representative Name & Title)

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

**8/16/1**  
\_\_\_\_\_  
(Date)



**NH Department of Resources and Economic Development**

**STANDARD EXHIBIT F**

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

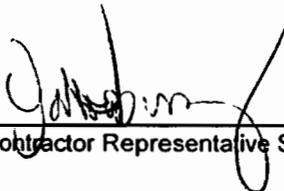
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The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

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 DRED 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 DRED or, where the assistance is in the form of real property for the period provided for in subsection 84.5(b) of the regulation (45CRF 84.5(b)).

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

Gale F. Hennessy, Executive Director  
\_\_\_\_\_  
(Authorized Contractor Representative Name & Title)

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

8-16-11  
\_\_\_\_\_  
(Date)



# NH Department of Resources and Economic Development

## 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 A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part I, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide

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

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

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

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401, and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3) b and (3) k herein. The Covered Entity shall be considered a direct third party beneficiary of the 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

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 I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

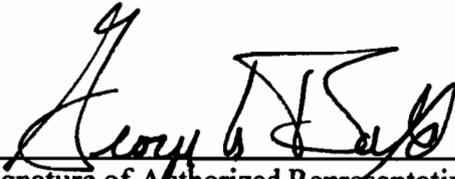
(6) **Miscellaneous**

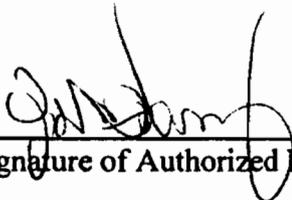
- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

NH Depart. of Resources & Economic Development  
The State Agency Name

Southern NH Services, Inc.  
Name of the Contractor

  
Signature of Authorized Representative

  
Signature of Authorized Representative

George M. Bald, Commissioner  
Name of Authorized Representative

Gale F. Hennessy, Executive Director  
Name of Authorized Representative

8/17/11  
Date

8-18-11  
Date

NH Department of Resources and Economic Development

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.

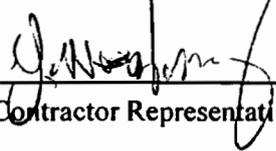
In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Resources and Economic Development (DRED) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

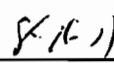
- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the 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 Resources and Economic Development and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

	Gale F. Hennessy, Executive Director
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)

Southern NH Services, Inc.	
(Contractor Name)	(Date)

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 ~~(A)~~

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  \_\_\_\_\_

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  \_\_\_\_\_

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:

# NH Department of Resources and Economic Development

## STANDARD EXHIBIT I

### CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

#### ALTERNATIVE I - FOR 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 Resources & Economic Development, Office of Workforce Opportunity, 172 Pembroke Road, Concord, NH 03302.

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about—
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice 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; 45 Pine St. Manchester, NH

**Period Covered by this Certification:** From: Date of G&C Approval To: June 30, 2015

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

**Name & Title of Authorized Contractor Representative:** Gale F. Hennessy, Executive Director

**Contractor Representative Signature:**  \_\_\_\_\_ **Date:** 8-16-11

# NH Department of Resources and Economic Development

## 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 Resources and Economic Development (DRED), including agencies under contract with DRED, 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 DRED is considered confidential information. Information about a client may be shared among staff of DRED (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 DRED (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 DRED 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.

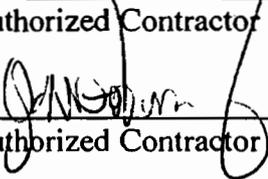
The contractor agrees to ensure that a signed confidentiality form is placed in the personnel file of all staff funded with Workforce Investment Act funds.

Southern NH Service, Inc.

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

Gale F. Hennessy, Executive Director

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

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



# NH Department of Resources & Economic Development

## STANDARD EXHIBIT K

### WIA ASSURANCES AND CERTIFICATIONS- 2011

The contractor assures and certifies that they will comply with:

1. WIA Statute: The Workforce Investment Act of 1998, Public Law 105-220, is incorporated herein as if fully written.
2. WIA Regulations: Title 20 Code of Federal Regulations (CFR), Part 652 et al. Workforce Investment Act (WIA); Final Rules dated August 11, 2000.
3. Federal Standards and Uniform Administrative Requirements for State and Local Governments, Institutions of Higher Education and Other Non-Profit Organizations Title 29 CFR, Parts 95 or 97, and OMB Circulars A-21, A-87, or A-122.

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. WIA State Policy: All the terms and conditions of its contract with DRED and the State of New Hampshire Unified Workforce Development Plan as said plan applies to the program services provided by the sub-recipient/contractor are by this reference incorporated herein as if fully written.

Further, the sub-recipient/contractor shall abide by and follow the directions of the WIA Policy and Procedures developed by DRED as issued and/or all subsequent WIA Policy and Procedure revisions and modifications thereto.

Hereinafter, the term "WIA Policy" is inclusive of the contract, plan, policies, and procedures previously mentioned, unless otherwise specified.

5. Conflict: In the event that a term or condition of this contract is incompatible with WIA authorizing legislation, applicable Federal Regulations, and State Policy, then the terms of WIA 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 DRED in writing within 15 days after promulgation of the amendments that it cannot so comply, so that DRED may take such action, as it deems necessary.

It is the responsibility of DRED 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:

29 CFR Part 93 Restrictions on Lobbying

29 CFR Part 98 Government wide Debarment and Suspension, Requirements for a Drug Free Workplace

29 CFR Part 37 Nondiscrimination and Equal Opportunity Requirements

OMB Circular A-133 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)

Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. Subsection 1681-1683, and 1685 and 1686)

The Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101-6107)

Title VI of the Civil Rights Act of 1964 (P.L. 88-352 / 29 CFR Part 31)

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 WIA.

Implementation of the Priority of Service provisions of the Jobs For Veterans Act (75 Fed. Reg. 78132)

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 DREID 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 DREID 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 WIA 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, stepparent, and stepchildren.

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 DRED.
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).

WIA 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 DRED, 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 DRED 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 WIA 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 DRED, 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 DRED, records with long-term retention value (beyond the six-year period) shall be transferred to DRED;

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 WIA funds to enable DRED, the State, or USDOL to audit and monitor the program.

Records concerning each employee and participant involved in a WIA program. Records shall provide information required by DRED 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 29 CFR, Part 97, Subsections 97.31 and 97.32 through 97.34 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 shall assessments 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 DRED. Such notification shall include a statement of remedial actions taken or contemplated, and any assistance needed from DRED to resolve the situation. Should favorable developments or events occur, such information shall also be submitted to DRED.

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

23. **DRED Monitoring and Evaluation of Sub-recipient/contractors** DRED 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
- DRED 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 DRED and respond to DRED 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 DRED.

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.
27. Assessment – Once enrolled, the sub-recipient/contractor shall make or have made a more detailed assessment for each participant. Specific assessment requirements are outlined in the contract body.
28. Participants Rights and Benefits Every participant, prior to entering a WIA 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 WIA 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 DRED, and attend and testify on behalf of DRED 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.)
29. 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 DRED. 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 WIA 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 DRED staff in conciliation if so warranted.
30. 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
31. 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.
32. 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 WIA, the Administrative Law Judge, New Hampshire State Judiciary or DRED 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 DRED 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 testify in any such proceedings or investigation or has provided information or assisted in an investigation.

33. Access to Records/Audits All WIA 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 Circular A-133, such audit shall include any and all funds provided by DRED 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 DRED within thirty (30) days following the final audit's issuance date.
34. Sanctions In the event of noncompliance with the contract or these Assurances, DRED 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 DRED deems necessary. If the sub-recipient/contractor has been found to be in violation of the non-discrimination and/or equal opportunity provisions of WIA, DRED shall follow their policy, based on the administrative procedures set forth in 29 CFR part 37.
35. Reimbursement to DRED 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 DRED 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 DRED and shall be repaid to DRED 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 DRED not to be an allowable or allocable cost or expenditure, such sum shall be due and owing DRED and shall be repaid to DRED immediately, upon demand, from non-federal funds.

36. Additional Standards DRED may, in lieu but not to the exclusion of suspension or termination, or transfer, impose additional standards of performance on the sub-recipient/contractor if DRED 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 DRED standards as set forth in this contract.

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

In imposing additional standards of performance, DRED 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.

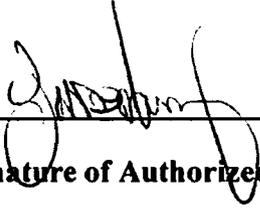
37. Cessation or Transfer of Activities In the event of notification to the sub-recipient/contractor of termination, suspension or transfer by DRED, the sub-recipient/contractor shall, at the direction of DRED, immediately cease and desist from any and all expenditure, commitment or encumbrance of any and all monies received by the sub-recipient/contractor under this or any previous contract with DRED. 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 DRED.

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 DRED 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 DRED.

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 DRED the sub-recipient/contractor shall be reimbursed for those expenses.

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



5-16-11

**Signature of Authorized Representative**

**Date**