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

172 Pembroke Road Concord, New Hampshire 03301

May 1, 2017

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

Retroactive

REQUESTED ACTION

Authorize the Department of Resources and Economic Development, Office of Workforce Opportunity to **retroactively** amend a **sole source** contract (#1011909) with Southern New Hampshire Services, Inc. (SNHS, VC #177198), Manchester, NH in the amount of \$7,421,896.16 for the delivery of Workforce Investment Act (WIA) On-the-Job (OJT) employment and training services by extending the end date to June 30, 2017 from the end date of September 30, 2016. No additional funding is involved in this time extension, and all other terms and conditions of the contract remain unchanged. The original contract was approved by the Governor and Executive Council on October 20, 2010, Item #32, and amended as follows: September 28, 2011, Item #59; May 9, 2012, Item #55; November 14, 2012, Item #72; and July 16, 2014, Item #51. **100% Federal Funds (Federal NEG Workforce Investment Act Funds)**

EXPLANATION

This request is to amend the term of the cost reimbursement agreement with SNHS to deliver on-the-job training services in accordance with the National Emergency Grant (NEG) On-the-Job Training Program. These services include the ongoing development of OJT opportunities statewide for long-term unemployed workers. The request is made as OWO applied for and received from the US Department of Labor (USDOL) an extension of the NEG OJT grant that is the source of funds for this contract with SNHS. The USDOL conditionally approved extending the end date of the grant from September 30, 2016 to June 30, 2017 effective September 27, 2016. This no-cost retroactive extension through June 30, 2017 is requested in order to align the SNHS contract with the federal grant end date. The amendment with SNHS is **retroactive** due to processing paperwork required by the terms of federal Grant Modification / Notice of Award. SNHS shall continue the current OJT program through June 30, 2017 consistent with the project timeline approved by USDOL.

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

Respectfully submitted,

Jeffrey J. Rose
Commissioner

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

The Department of Resources and Economic Development, Office of Workforce Opportunity (DRED) and Southern New Hampshire Services, Inc. (SNHS), Manchester, NH (VC#177198, B006) hereby mutually agree to amend their contract (# 1011909) for JD NEG OJT Services, which was originally approved by the Governor and Executive Council on October 20, 2010 (Item #32), amended on September 28, 2011 (Item #59), May 9, 2012 (Item #55), November 14, 2012 (Item # 72), and July 16, 2014 (Item #51) with a completion date of September 30, 2016. This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to said agreement.

1. Extend the contract end date to June 30, 2017 from September 30, 2016;
2. All other terms and conditions of this contract shall remain the same in full force and effect as set forth originally and in subsequent amendments; and
3. This modification 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.

Southern New Hampshire Services, Inc.


Donnalee Lozeau
SNHS Executive Director

May 1, 2017
Date

STATE OF NEW HAMPSHIRE
COUNTY OF Hillsborough

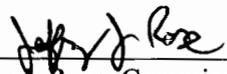
On this the 1st day of May, 2017, before me a notary public, the undersigned officer, personally appeared Donnalee Lozeau, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained. In witness hereof, I hereunto set my hand and official seal:


Notary Public

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

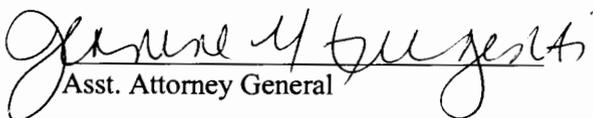
My Commission Expires:

Department of Resources and Economic Development


Jeffrey J. Rose, Commissioner

5/3/17
Date

Approved as to Form, Substance and Execution:


Asst. Attorney General

5/15/17
Date

Approved by Governor and Executive Council at the meeting on _____, Item # _____

CERTIFICATE OF VOTES

(Corporate Authority)

I, Orville Kerr, Clerk/Secretary of Southern New Hampshire Services, Inc.
(name) (Corporation name)

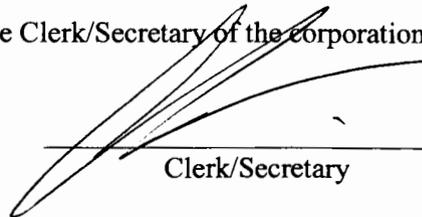
(hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly
(state)
elected and acting Clerk/Secretary of the Corporation; (2) I maintain and have custody and am familiar with the
minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such
books; (4) that the Board of Directors of the Corporation have authorized, on April 11, 2017, such authority
(date)
to be in force and effect until June 30, 2017.
(contract termination date)

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

<u>Donnalee Lozeau</u> (name)	<u>Executive Director</u> (position)
<u>Michael O'Shea</u> (name)	<u>Deputy Director</u> (position)
<u>James Chaisson</u> (name)	<u>Fiscal Officer</u> (position)

(5) the meeting of the Board of Directors was held in accordance with New Hampshire
(state of incorporation)
law and the by-laws of the Corporation; and (6) said authorization has not been modified, amended or rescinded and continues in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this
1st day of May, 2017.


Clerk/Secretary

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this 1st day of May, 2017, before me, Debra Stohrer the undersigned Officer, personally appeared Orville Kerr who acknowledged her/himself to be the Secretary of Southern New Hampshire Services, Inc., a corporation and that she/he as such Secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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


Notary Public

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

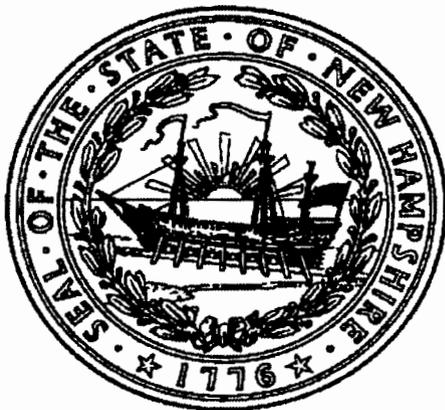
State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: 65506



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of April A.D. 2017.

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

William M. Gardner
Secretary of State



51 *AW*

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

June 26, 2014

603-271-2411
FAX: 603-271-2629

Her Excellency Governor Margaret Wood Hassan
And the Honorable Executive Council
State House
Concord, NH 03301

Retroactive
Sole Source

REQUESTED ACTION

Authorize the Department of Resources and Economic Development, Office of Workforce Opportunity to amend a **retroactive** and **sole source** contract (#1011909) with Southern NH Services, Inc. (VC#177198) Manchester, NH by increasing the contract amount from \$3,510,698.18 to \$7,421,896.18 (an increase of \$3,911,198.00), and extending the end date from June 30, 2014 to September 30, 2016 for these additional funds only; for the delivery of Workforce Investment Act (WIA) On-the-Job (OJT) employment and training services. The original contract was approved by the Governor and Executive Council on October 20, 2010, Item #32; amended on September 28, 2011, Item #59 amended on May 9, 2012, Item #55 and on November 14, 2012, Item #72. All other terms and conditions remain unchanged. 100% Federal NEG Workforce Investment Act funds.

Funding is available in account titled, Workforce Opportunity as follows and pending approval for FY 2016:

	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>
03-35-35-350010-53360000-102-500731 Contract for Program Services	\$3,411,198.00	\$450,000.00	\$50,000.00

EXPLANATION

This amendment request represents a budget adjustment in response to the receipt of additional NEG OJT funds awarded by USDOL based on successfully achieving goals set forth in earlier grant awards. Funds awarded through this contract agreement are for the purpose of continuing the nationally recognized On-the-Job training opportunities statewide for long-term and other unemployed workers. Therefore, SNHS shall use these additional funds to continue the current OJT program through June 30, 2016 consistent with the modified grant implementation plan and project timeline approved by USDOL effective July 1, 2014.

This contract is **retroactive** due to the timing of the federal award; notice of award for continuing the OJT project was received on June 26, 2014 therefore, G&C approval prior to the current contract end date of June 30, 2014 was not possible.

This contract amendment is **sole source** consistent with the original contract for services. However, an RFP for the purpose of identifying a WIA Project Operator, including all NEG projects was issued in 2011. Based on that RFP process SNHS was awarded a four year contract agreement. Therefore, in executing its responsibilities as the Administrative Entity for Workforce Investment Act (WIA), DRED's Office of Workforce Opportunity in consultation with the State Workforce Investment Board has designated specific operational and fiscal responsibilities for the administration of all WIA local program funds to Southern NH Services (SNHS) in accordance with RFP #02DREDOWOWIA dated June 2011.

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

Respectfully submitted,

Jeffrey J. Rose

Commissioner

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

The Department of Resources and Economic Development, Office of Workforce Opportunity and Southern NH Services, Inc. (SNHS), Manchester, NH (VC#177198, B006) hereby mutually agree to amend their contract (# 1011909) for NEG OJT Services, which was originally approved by the Governor and Executive Council on October 20, 2010 (Item #32), amended on September 28, 2011 (Item #59) and May 9, 2012 (Item #55) and November 14, 2012 (Item # 72) with a completion date of June 30, 2014. 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 contract amount of \$3,510,698.18 to \$7,421,721.18 (an increase of \$3,911,198.00 CFDA #17.277).
2. Funds to be used: \$3,604,795.00 for program services and \$306,403.00 for administrative costs.
3. Extend the contract end date from June 30, 2014 to September 30, 2016 for these additional funds only.
4. Expand the Statement of Work to include the project goals as approved in the JD NEG application as approved by USDOL.
5. All other terms and conditions of this contract shall remain the same in full force and effect as originally set forth; and
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
Date 6-27-14

^{AM}


Jeffrey J. Rose,
DRED Commissioner
Date 6/27/14

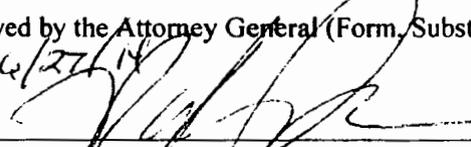


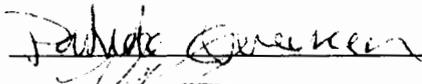
Witness

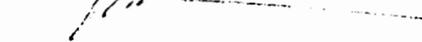


Witness

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

Date: 6/27/14


By: 



Approved by Governor and Executive Council

Date: _____

Item _____

CERTIFICATE OF VOTE
(Corporate Authority)

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

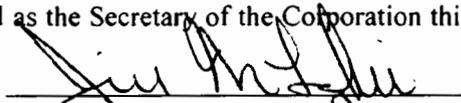
(hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly
(state)
elected and acting Secretary of the Corporation; (2) I maintain and have custody and am familiar with the
minute books of the Corporation; (3) I am duly authorized to issue certificates with respect 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 September 30, 2016.
(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 27th day of
June, 2014.



Jill McLaughlin, Secretary

STATE OF New Hampshire
COUNTY OF Hillsborough

On this the 27th day of June, 2014, 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.



Notary Public

Commission Expiration Date: **DIANE P. ERIKSON, Notary Public**
My Commission Expires May 23, 2019



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).

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Karen Shaughnessy PHONE (A/C No. Ext.): (603) 669-3218 FAX (A/C No.): (603) 645-4331 E-MAIL ADDRESS: kshaughnessy@crossagency.com	
INSURED Southern NH Services P.O. Box 5040 Manchester NH 03108		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Ins Co INSURER B: MEMIC Indemnity Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 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	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Employee Benefits <input checked="" type="checkbox"/> Professional Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		PHPK959421	12/31/2013	12/31/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		PHPK959421	12/31/2013	12/31/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS		PHUB406269	12/31/2013	12/31/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below:	Y/N N	3102801290 (3a.) ME & NH All officers included	12/31/2013	12/31/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 500,000 E L DISEASE - EA EMPLOYEE \$ 500,000 E L DISEASE - POLICY LIMIT \$ 500,000
A	Crime		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/JSC
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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 3rd day of April A.D. 2014

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

William M. Gardner
Secretary of State



G+C 11/14/12 # 72

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

DO # 1011909

October 11, 2012

His Excellency Governor John H Lynch
And the Honorable Executive Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Resources and Economic Development, Office of Workforce Opportunity to amend a sole source contract (#1011909) with Southern NH Services, Inc. (VC#177198) Manchester, NH by increasing the contract amount from \$1,548,071.18 to \$3,510,698.18 (an increase of \$1,962,627.00), and extending the end date from June 30, 2013 to June 30, 2014 for these additional funds only; for the delivery of Workforce Investment Act (WIA) On-the-Job (OJT) employment and training services. The original contract was approved by the Governor and Executive Council on October 20, 2010, Item #32; amended on September 28, 2011, Item #59 and on May 9, 2012, Item #55. All other terms and conditions remain unchanged. 100% Federal NEG Workforce Investment Act funds.

Funding is available in account titled, Workforce Opportunity as follows and pending approval for FY 2014:

	<u>FY13</u>	<u>FY14</u>
03-35-35-350010-53360000-102-500731 Contract for Program Services	\$1,700,000.00	\$262,627.00

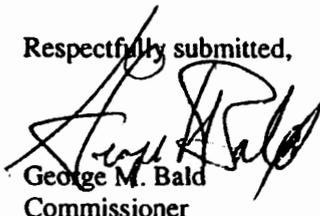
EXPLANATION

This amendment request represents a budget adjustment in response to the receipt of additional NEG OJT funds awarded by USDOL based on successfully achieving goals set forth in earlier grant awards. Funds awarded through this contract agreement are for the purpose of the ongoing development of On-the-Job training opportunities statewide for long-term unemployed workers. Therefore, SNHS shall use funds to continue the current OJT program through June 30, 2014 consistent with modified implementation plan and project timeline approved by USDOL.

This contract amendment is sole source consistent with the original contract for services. However, an RFP for the purpose of identifying a WIA Project Operator, including all NEG projects was issued in 2011. Based on that RFP process SNHS was awarded a four year contract agreement. Therefore, in executing its responsibilities as the Administrative Entity for Workforce Investment Act (WIA), DRED's Office of Workforce Opportunity in consultation with the State Workforce Investment Board has designated specific operational and fiscal responsibilities for the administration of all WIA local program funds to Southern NH Services (SNHS) in accordance with RFP #02DREDOWOWIA dated June 2011.

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

Respectfully submitted,

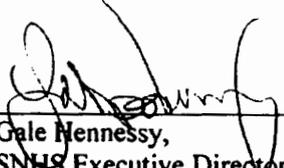

George M. Bald
Commissioner

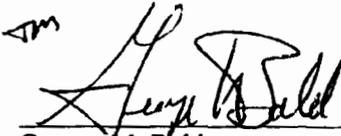
**MODIFICATION OF CONTRACT WITH RESPECT TO THE IMPLEMENTATION OF NEG
WORKFORCE INVESTMENT ACT (WIA) OJT SERVICES**

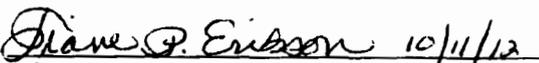
The Department of Resources and Economic Development, Office of Workforce Opportunity and Southern NH Services, Inc. (SNHS), Manchester, NH (VC#177198, B006) hereby mutually agree to amend their contract (# 1011909) for NEG OJT Services, which was originally approved by the Governor and Executive Council on October 20, 2010 (Item #32), amended on September 28, 2011 (Item #59) and May 9, 2012 (Item #55) with a completion date of June 30, 2013. 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.

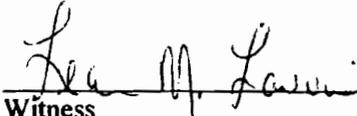
1. Increase contract amount of \$1,548,071.18 to \$3,510,698.18 (an increase of \$1,962,627.00, CFDA #17.277).
2. Funds to be used: \$1,817,247.00 for program services and \$145,380.00 for administrative costs.
3. Extend the contract end date from June 30, 2013 to June 30, 2014 for these additional funds only.
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.


Gale Hennessy,
SNHS Executive Director
Date: 10-17-12


George M. Bald,
DRED Commissioner
Date: 10-16-12


Diane P. Erison
Witness
Date: 10/11/12


Lee M. Lavin
Witness

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

Date: 10/11/12

By: 

Approved by Governor and Executive Council

Date: 11/14/12

Item # 72

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

The Department of Resources and Economic Development, Office of Workforce Opportunity and Southern NH Services, Inc. (SNHS), Manchester, NH (VC#177198, B006) hereby mutually agree to amend their contract (# 1011909) for NEG OJT Services, which was originally approved by the Governor and Executive Council on October 20, 2010 (Item #32), amended on September 28, 2011 (Item #59) and May 9, 2012 (Item #55) with a completion date of June 30, 2013. 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 contract amount of \$1,548,071.18 to \$3,510,698.18 (an increase of \$1,962,627.00, CFDA #17.277).
2. Funds to be used: \$1,817,247.00 for program services and \$145,380.00 for administrative costs.
3. Extend the contract end date from June 30, 2013 to June 30, 2014 for these additional funds only.
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.

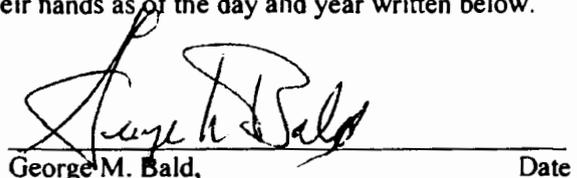
IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year written below.



Gale Hennessy,
SNHS Executive Director

12/1/12

Date

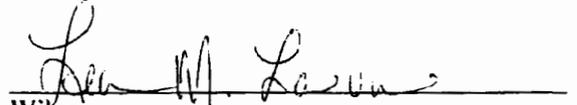


George M. Bald,
DRED Commissioner

Date



Diane P. Emerson
Witness



Len M. Larson
Witness

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

Date: 10/19/12



By:

Approved by Governor and Executive Council

Date: _____

Item _____

CERTIFICATE OF VOTE
(Corporate Authority)

I Nancy Guthrie, Secretary of Southern New Hampshire Services, Inc.
(name) (corporation name)

(hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I
(state of incorporation)

am the duly 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 9/27/12, such authority to be in force and effect until 6/30/14.
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 11th
day of October, 2012

Nancy Guthrie
Nancy Guthrie, Secretary

STATE OF New Hampshire
COUNTY OF Hillsborough

On this the 11th day of October, 2012, before me, Diane P. Erikson
the undersigned officer, personally appeared, Nancy Guthrie 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.

Diane P. Erikson
Notary Public

SEAL

My Commission expires: June 3, 2014





6 + c 5/9/12
55

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

1011909

NHRECOVERY
putting new hampshire to work

March 30, 2012

His Excellency Governor John H Lynch
And the Honorable Executive Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Resources and Economic Development, Office of Workforce Opportunity to amend a sole source contract (#1011909) with Southern NH Services, Inc. (VC#177198) Manchester, NH by increasing the contract amount from \$1,539,839.00 to \$1,548,071.18 (an increase of \$8,232.18), for the delivery of Workforce Investment Act (WIA) On-the-Job (OJT) employment and training services through June 30, 2013. The original contract was approved by the Governor and Executive Council on October 20, 2010, Item #32; and on September 28, 2011, Item #59. All other terms and conditions remain unchanged. 100% Federal ARRA and NEG Workforce Investment Act funds.

Funding is available in account titled, Workforce Opportunity as follows:

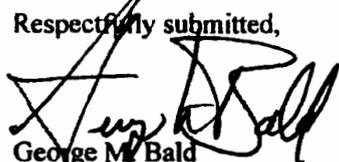
	<u>FY 12</u>
03-35-35-350010-53360000-102-500731 Contract for Program Services	\$8,232.18

EXPLANATION

This amendment request represents a budget adjustment to ensure the maximum allowable funds are available for expenditure on the local level. All funds awarded through this contract agreement are for the sole purpose of developing On-the-Job training opportunities statewide for long-term unemployed workers. SNHS shall use funds to continue the current OJT program through June 30, 2013 consistent with the implementation plan and project timeline approved by USDOL. 47% of total funds available are ARRA funds with the remaining 53% being National Emergency Grant funds.

This contract amendment is sole source consistent with the original contract for services. However, in executing its responsibilities as the Administrative Entity for Workforce Investment Act (WIA), DRED's Office of Workforce Opportunity in consultation with the State Workforce Investment Board has designated specific operational and fiscal responsibilities for the administration of all WIA local program funds to Southern NH Services (SNHS) in accordance with RFP #02DREDOWOWIA dated June 2011.

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

Respectfully submitted,

George M. Bald
Commissioner

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

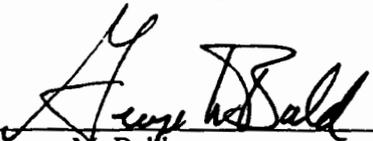
The Department of Resources and Economic Development, Office of Workforce Opportunity and Southern NH Services, Inc. (SNHS), Manchester, NH (VC#177198, B006) hereby mutually agree to amend their contract (# 1011909) for ARRA and NEG OJT Services, which was originally approved by the Governor and Executive Council on October 20, 2010 (Item #32) and on September 28, 2011 (Item #59) with a completion date of June 30, 2013. 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 contract amount of \$1,539,839.00 to \$1,548,071.18 (an increase of \$8,232.18; of which \$3,879.07 are ARRA NEG OJT funds, CFDA #17.26; and \$4,353.11 are NEG OJT funds, CFDA #17.277).
2. Additional funds are for program services only.
3. The original end date of June 30, 2012 shall remain in effect for the expenditure of the ARRA funds. The original contract end date of June 30, 2013 shall remain in effect for the expenditure of non-ARRA NEG OJT funds.
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.

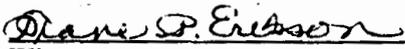
IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year written below.



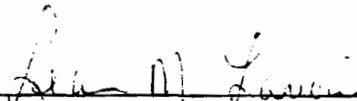
Gale Hennessy, SNHS Executive Director 3-27-12 Date



George M. Balf, DRED Commissioner 4/2/12 Date



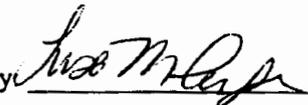
Witness



Witness

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

Date: 4/11/12

By: 

Approved by Governor and Executive Council

Date: 5/9/12

Item #55 

CERTIFICATE OF VOTE
(Corporate Authority)

I Mary M. Moriarty, Secretary of Southern New Hampshire Services, Inc.
(name) (corporation name)

(hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I
(state of incorporation)

am the duly 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 22, 2011, such authority to be in force and effect until June 30, 2013.
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:

Gale F. Hennessy
Michael O'Shea
Denise Vallancourt

Executive Director
Fiscal Officer
Accounting Manager

(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 27th
day of March, 2012.

Mary M. Moriarty
Mary M. Moriarty, Secretary

STATE OF New Hampshire
COUNTY OF Hillsborough

On this the 27th day of March, 2012, before me, Diane P. Erikson
the undersigned officer, personally appeared, Mary M. Moriarty 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.

Diane P. Erikson
Notary Public

SEAL.

My Commission expires:





STATE OF NEW HAMPSHIRE *G3 C 9/28/11*
 DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
 OFFICE OF THE COMMISSIONER #59
 172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

CFDA# 17.299

August 25, 2011

His Excellency Governor John H Lynch
 And the Honorable Executive Council
 State House
 Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Resources and Economic Development, Office of Workforce Opportunity to amend a sole source contract (#1011909) with Southern NH Services, Inc. (VC#177198) Manchester, NH by increasing the original contract amount from \$878,025.00 to \$1,539,839.00 (an increase of \$661,814.00); and extending the contract end date from June 30, 2012 to June 30, 2013, for the delivery of Workforce Investment Act (WIA) On-the-Job (OJT) employment and training services. The original contract was approved by the Governor and Executive Council on October 20, 2010, Item #32. All other terms and conditions remain unchanged. 100% Federal Workforce Investment Act funds.

Funding is available in account titled, Workforce Opportunity as follows:

	FY12	FY13
03-35-35-350010-53360000-102-500731 Contract for Program Services	\$636,814.00	\$25,000.00

EXPLANATION

All funds awarded through this contract agreement are for the sole purpose of developing On-the-Job training opportunities statewide for long-term unemployed workers. SNHS shall use funds to continue the current OJT program through June 30, 2013 consistent with the revised implementation plan and project timeline as approved by USDOL. These additional funds are not ARRA funds.

This contract amendment is sole source consistent with the original contract for services. In executing its responsibilities as the Administrative Entity for Workforce Investment Act (WIA) Adult and Dislocated Worker funds, DRED's Office of Workforce Opportunity in consultation with the State Workforce Investment Board has designated specific operational and fiscal responsibilities for the administration of all WIA local program funds to Southern NH Services (SNHS) in accordance with RFP #02DREDOWOWIA dated June 2011. As a condition of this agreement, Southern NH Services 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.

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

Respectfully submitted,

George M. Bald
 Commissioner

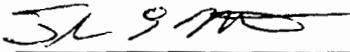
MODIFICATION OF CONTRACT WITH RESPECT TO THE IMPLEMENTATION OF
WORKFORCE INVESTMENT ACT (WIA) OJT SERVICES

The Department of Resources and Economic Development, Office of Workforce Opportunity and Southern NH Services, Inc. (SNHS) 40 Pine Street, Manchester, NH 03103 (VC#177198) hereby mutually agree to amend their contract (#1011909) (CFDA #17.260) for WIA OJT services, which was originally approved by the Governor and Executive Council on October 20, 2010 with a completion date of June 30, 2012. 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. Please note that the CFDA number for the additional (non-ARRA) OJT funds is CFDA#17.277.

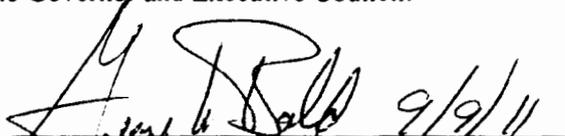
The purpose of this modification is to accomplish the following:

1. Increase the original contract amount of \$878,025.00 to \$1,539,839.00 (addition of \$661,814 in OJT funds).
2. Adjust the line item budget to include additional funds.
3. Extend the original contract end date from June 30, 2012 to June 30, 2013 for these additional funds only.
4. The original contract end date of June 30, 2012 shall remain in effect for the expenditure of ARRA funds.

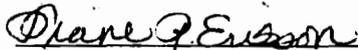
All other terms and conditions of this contract shall remain the same in full force and effect as originally set forth. This amendment is subject to approval by the Governor and Executive Council.



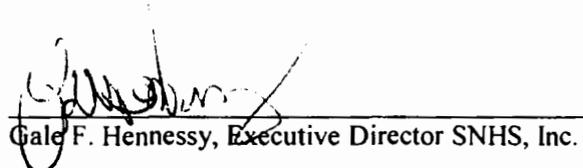
Witness


George M. Bald, Commissioner

Date



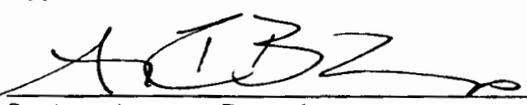
Witness


Gale F. Hennessy, Executive Director SNHS, Inc.

Date

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

Approved as to form, substance, and execution:


Sr. Asst. Attorney General

Date

Approved by Governor and Executive Council:
At the 9/28/11 meeting. Item # #59

CERTIFICATE OF VOTE
(Corporate Authority)

I Mary M. Moriarty, Secretary of Southern New Hampshire Services, Inc.
(name) (corporation name)

(hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I
(state of incorporation)

am the duly 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, 2010, 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 16th
day of August, 2011.

Mary M. Moriarty
Mary M. Moriarty, Secretary

STATE OF New Hampshire
COUNTY OF Hillsborough

On this the 16th day of August, 2011, before me, Diane P. Erikson
the undersigned officer, personally appeared, Mary M. Moriarty 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.

Diane P. Erikson
Notary Public

SEAL

My Commission expires:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/7/2011

PRODUCER (603) 669-3218 FAX: (603) 645-4331

Ferdinando Insurance

Laura Perrin

637 Chestnut Street

Manchester

NH 03104

INSURED

Southern NH Services

Michael O'Shea

P.O. Box 5040

Manchester

NH 03108

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Philadelphia Ins Co

INSURER B: Maine Employers Mutual Ins

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY				EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
A	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	PHPK633562	10/1/2010	12/31/2011	MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Employee Benefits				PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC		PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS	PHPK633562	10/1/2010	12/31/2011	BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY AGG \$
	EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 5,000,000
A	DEDUCTIBLE	PRUB323599	10/1/2010	12/31/2011	\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	<input type="checkbox"/> Y/N 3102801290			E.L. EACH ACCIDENT \$ 500,000
			12/31/2010	12/31/2011	E.L. DISEASE - EA EMPLOYEE \$ 500,000
					E.L. DISEASE - POLICY LIMIT \$ 500,000
A	OTHER Crime	PHPK633562	10/1/2010	12/31/2011	Money & Securities 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

Office of WorkForce Opportunity
Dept of Resources & Economic
Development
172 Pembroke Road
PO Box 1856
Concord, NH 03302

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Laura Perrin/KS5ACORD 25 (2009/01)
INS025 (200901)

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Approved 10/20/10 # 32

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

GEORGE M. BALD
Commissioner

603-271-2411
FAX: 603-271-2629
george.bald@dred.state.nh.us



CFDA# 17.260
OJT Contract
1011909

September 27, 2010

His Excellency Governor John H Lynch
And the Honorable Executive Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Resource and Economic Development, Office of Workforce Opportunity to enter into a sole source contract with Southern NH Services (VC#177198), Manchester, NH in the amount of \$878,025.00 for the delivery of Workforce Investment Act (WIA) re-employment services retroactive effective July 1, 2010 through June 30, 2012. 100% federal WIA National Emergency Grants (NEG) for On-the-Job Training (OJT) ARRA funds.

Funding is available in account titled, Workforce Opportunity as follows and pending budget approval for FY 2012:

		<u>FY11</u>	<u>FY12</u>
03-35-35-350510-53360000-102-500731	Contracts for Program Services	\$778,000.00	\$100,025.00

EXPLANATION

In executing its responsibilities as the Administrative Entity for Workforce Investment Act (WIA) Adult and Dislocated Worker funds the State Workforce Board, through the Office of Workforce Opportunity, DRED has designated specific operational and fiscal responsibilities for WIA funds to Southern NH Services (SNHS) through a contract. As a condition of this agreement, Southern NH Services assumes responsibility for the specific operational, fiscal and monitoring responsibilities cited in the contract for the purpose of delivering services to WIA eligible dislocated workers enrolled in the NEG OJT project, 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 contract is retroactive due to a delay on the part of USDOL in releasing these funds until final approval of the states implementation plan. The plan is approved and funds are available retroactive to July 1, 2010. This contract is sole source based on the existing infrastructure necessary to support the rapid deployment of these funds. For major WIA service contracts, efficiency in operation is a paramount policy consideration for the State Workforce Board, as disruption in service would adversely affect program clientele. Funds are allocated for the purpose of operating a standardized statewide "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. WIA Formula and ARRA funds allocated to the state grant recipient (DRED) are for the development of a "one-stop system" for the delivery of WIA services. Program year 2010 completes the final year of the previous bid process. A new procurement process for all primary service delivery contracts held by the Board will begin in September 2010 at which time an RFP for program service delivery activities will be issued for WIA program year 2011 through 2014.

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

Respectfully submitted,


George M. Bald
Commissioner

Subject:

SNHS NEG OJT ARRA Contract for Services - WIA Funds

FORM NUMBER P-37 (version 1/09)

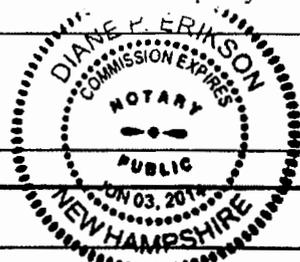
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Resources & Economic Development, Office		1.2 State Agency Address 172 Pembroke Road, Concord, NH 03302	
1.3 Contractor Name Southern NH Services, 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 03-35-35-350510-53360000	1.7 Completion Date June 30, 2012	1.8 Price Limitation \$878,025.00
1.9 Contracting Officer for State Agency George M. Bald, Commissioner DRED		1.10 State Agency Telephone Number (603) 271-2411	
1.11 Contractor Signature <i>[Signature]</i>		1.12 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>9/28/10</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 <i>Diane P. Erikson, Notary Public</i> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Diane P. Erikson, Administrative Assistant			
1.14 State Agency Signature <i>[Signature]</i>		1.15 Name and Title of State Agency Signatory George M. Bald, Commissioner NH DRED	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> On: <u>10/1/2010</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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.

EXHIBIT A

Statement of Work



TERM & EXTENSION

This cost reimbursement agreement for services between Southern NH Services, Inc. (SNHS) (DUNS #088584065) and NH Department of Resources & Economic Development, Office of Workforce Opportunity (OWO) will be for a term beginning **July 1, 2010** and terminating on **June 30, 2012**. **Total payments under this agreement shall not exceed: \$878,025** and shall be expended consistent with Exhibit B of this agreement. These funds are made available through the National Emergency Grants (NEG) Program in accordance with the Workforce Investment Act (NEG OJT), Section 173: the NEG regulations at 20CFR Part 671: the NEG application guidelines and subsequent policy guidance; and funds appropriated for Program Year (PY) 2009 and in accordance with the American Recovery Act and Reinvestment Act of 2009.

STATEMENT OF WORK

In executing its responsibilities as the Administrative Entity for Workforce Investment Act (NEG OJT) Adult and Dislocated Worker funds the OWO has designated specific operational and fiscal responsibilities for NEG OJT funds to SNHS through a cooperative agreement contract. The period of this cooperative agreement is from July 1, 2010 through June 30, 2012.

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 NEG OJT eligible customers, and agrees to carry out these duties consistent with all the conditions and terms of this contract, the OJT NEG Grants Implementation Plan Narrative incorporated by reference as part of this agreement and all applicable federal and state laws, regulations and requirements.

The purpose of this contract is to establish the relationship between the OWO as the administrative agency of NEG OJT funds and SNHS as the NEG OJT service delivery sub-recipient and to identify specific operational, fiscal and monitoring responsibilities for each party to this agreement specific to the implementation of the NEG OJT project as defined in the NEG application approved by USDOL effective July 1, 2010.

In order to ensure the proper execution of the responsibilities held at both the state and local level, the OWO and SNHS will maintain systems to assure the appropriate use and integrity of NEG OJT funds as administered by each party. Consistent with the intent of this cooperative agreement, SNHS, and the NH Community Action Association it represents, agrees to foster the

ongoing development of a working partnership between OWO and Community Action Program staff.

The roles and responsibilities listed below for each party to this agreement reflect the specific level of collaboration, participation and intervention anticipated for the successful implementation, delivery and management of OJT services to long-term unemployed Dislocated Workers.

Southern NH Services (SNHS)

Operational and oversight responsibilities held by SNHS shall include the following:

A. NEG OJT Service Delivery –

1. Develop, implement, and maintain statewide NEG OJT services for long-term unemployed Dislocated Worker consistent with NEG and NEG OJT regulations, NH's NEG OJT & Wagner-Peyser State Plan, the NH Works Operators MOU and OWO policy and other directives.
2. Ensure NEG OJT funds are charged to only those individuals determined to be eligible in accordance with the NEG OJT rules and regulations.
3. Ensure that Trade Act eligible customers are dually enrolled in the NEG OJT project as appropriate, and services are non-duplicative of those services provided for and/or funded through the Trade Act program
4. Ensure that customers seeking NEG OJT services receive accurate and complete information on all NEG OJT funded services, including support services for which they may be eligible.
5. Ensure that NEG OJT customers have direct access to all NEG OJT services information and services in a timely manner.
6. Ensure that service delivery strategies are consistent statewide, yet flexible enough to meet changing customer needs, and/or state level system changes.
7. Ensure that NEG OJT funded services are developed and implemented consistent with the goals and objectives of the NH Works system, and carry the NH Works branding.
8. Ensure the full coordination and non-duplication (to the extent possible) of NEG OJT services with NH Works partners.
9. Ensure that a priority is given to Veterans and other eligible target groups consistent with established policy and procedures for implementing the NEG OJT project.

B. NEG OJT Funded Personnel –

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1. Ensure that sufficient staff is available to deliver services on a statewide basis and that staff dedicated to providing NEG OJT services are accessible through the NH Works offices located throughout the state.
2. Ensure that maximum staff flexibility is built into the Community Action Program service delivery network to allow for the mobilization of appropriate staff to meet new and/or unexpected service delivery demands within the State.
3. Ensure that efficient process is in place to fill staff vacancies with qualified candidates as quickly as possible.
4. Ensure that a Statewide Administrator is available to serve as the contract manager and to work with OWO staff to address issues and needs as they arise.

C. Staff Training –

1. Ensure that all staff funded under this agreement is adequately trained in NEG OJT process and procedures, particularly NEG OJT eligibility for services, Employability Plan Development requirements, performance outcome measures and the appropriate use of approved NEG OJT forms.
2. Ensure that field staff is fully informed about the re-employment services available through the NH Works system, and trained in the use of specific USDOL workforce development/one-stop service Internet tools.
3. Ensure that staff attends NH Works and/or OWO sponsored training and conferences as recommended by OWO.
4. Ensure that all employment counseling staff is trained to conduct intensive assessment services, including the use of specific assessment tools approved for use by SNHS.
5. Ensure that staff hired for this project, is fully trained in the use of the e-Teams case management system, e-Teams reporting requirements and interpretation of e-Teams report data, as appropriate.
6. Ensure that all new hires are fully indoctrinated in the NH Works “system” concept and participate in the NH Work new staff training process, including a complete review of new staff training manual materials.
7. Ensure that Workforce Development Coordinator staff is knowledgeable about the terms and conditions of this cooperative agreement to ensure system-wide compliance.

D. Marketing/Promotions -

1. Ensure that SNHS and their NEG OJT sub-contractors coordinate any publicity and other promotional activities with the OWO, who will be informed in advance of any promotional plans.
2. Ensure any written and electronic materials developed with NEG OJT funds or promoting NEG OJT services/performance, including local Community Action Program annual reports, shall clearly state that OWO, DRED is the sponsor of NEG OJT programs/services and related activities.

3. Ensure that all solicitations, advertisements, or promotional activities shall comply with OWO requirements, including the disclaimer requirements of 29 CRF parts 37 (Equal Opportunity).
4. Ensure that all forms and written correspondence to customers is produced/printed using the NH Works logo in the heading.

E. Recruitment/Outreach to Participants and Employers

1. Ensure that recruitment/outreach plans are in place on the local level to reach potential NEG OJT eligible customers.
2. Ensure that all recruitment/outreach efforts promote the full array of services available in the NH Works office, and are coordinated with other NH Works center partners.
3. Ensure that local recruitment/outreach plans are executed in sufficient time to meet full enrollment goals for this project by June 30, 2011, or no later than December 30, 2011 with prior approval from the OWO Director.
4. Ensure that sufficient NEG OJT funding is budgeted to support local recruitment/outreach plans to participants and employers, as necessary.

F. NEG OJT System Management Requirements and Reporting

1. Ensure that effective financial systems for the planning and budgeting of NEG OJT funds in accordance with NEG OJT regulations and OWO policy are developed and maintained.
2. Ensure that participant hard copy and electronic case management system files are maintained in compliance with NEG OJT rules and regulations, Data Validation requirements and SNHS policy and procedures and/or any applicable OWO policies.
3. Ensure that the e-Teams system is fully utilized at the time of registration/intake to avoid incomplete information and/or re-work, and that all NEG OJT customer information is entered into the e-Teams system within a specified period of time, i.e., in accordance with SNHS policy and procedures
4. Ensure that an appropriate staff person is assigned to assist in the maintenance and ongoing development of the e-Teams case management system, and provide ongoing technical assistance and training for field staff on the e-Teams system.
5. Ensure that standardized case management and performance reports are utilized to the fullest extent to monitor program performance in a timely manner.
6. Ensure that a protocol for ad hoc report requests is developed in coordination with the OWO and the Technology service provider for OWO, and ensure SNHS/CAP staff are informed of and adhere to the established process.
7. Ensure that the OWO is notified in advance of any e-Teams case management system problems, or any other State level system management issues that may interfere with SNHS ability to monitor and/or report on local performance in a timely manner.

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8. Ensure that all established reporting requirements identified in this contract are accurate and submitted to the OWO by no later than the deadlines stipulated in this agreement.

G. Subcontracting Responsibilities/Requirements

1. Ensure that the appropriate documents are developed for the award and payment of NEG OJT Dislocated Worker funds to local service providers, vendors and/or sub recipients (i.e., Community Action Agencies) as necessary and appropriate, prior to authorizing any payments.
2. Provide technical assistance for vendors/sub recipients around NEG OJT issues, rules and regulations.
3. Ensure that no assignment or subcontracting of any of the rights or responsibilities assigned to SNHS under this contract shall be initiated unless approved in writing by the OWO or unless clearly described in the Statement of Work. SNHS is authorized to contract with the five Community Action Programs that make up the NH Community Action Association for the delivery of NEG OJT support services. Contracts negotiated by SNHS with the other Community Action Programs must be consistent with the terms and conditions stipulated in this original agreement.

H. Policy and Procedures Process

1. Ensure the development of appropriate operational and fiscal policies, and reporting procedures as necessary and/or needed to ensure federal and state goals, objectives and performance measures for the NEG OJT project are met.
2. Ensure that all NEG OJT staff are fully trained in operational policies and reporting procedures.
3. Ensure that staff in each NH Works local office has access to both hard copy and electronic copies of all policies and procedures developed.
4. Ensure that NEG OJT policy and procedures are developed consistent with both NEG OJT and NH Works system process and philosophy. SNHS is encouraged to engage other NH Works partners in developing new policy and procedures that impact how NEG OJT services are delivered in the NH Works Center.

I. Monitoring

1. Ensure that SNHS conducts comprehensive internal monitoring of NEG OJT program operations annually to ensure program compliance; including the monitoring of any vendors/sub recipient's relationships. SNHS shall submit a complete copy of each monitoring report to OWO.

2. Ensure that SNHS conducts a comprehensive internal fiscal monitoring review at least once per contract period that includes a fiscal review of any and all sub-contracts funded in full or part with funds authorized within this cooperative agreement
3. Ensure that staff complies with OWO monitoring schedule requirements, and allow for full access to information, records and staff for compliance monitoring purposes.
4. Ensure that staff responds to monitoring reports and/or corrective action directives within the time specified by the OWO.
5. Assist with problem resolution for any audit and/or federal compliance findings.

J. Participant Confidentiality

1. Ensure that participant confidentiality is maintained at all times. SNHS agrees to maintain the confidentiality of any information regarding project applications or 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 NEG OJT 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. SNHS agrees to take reasonable steps to ensure the physical security of such data under its control and that it will inform each of its employees, vendors and sub recipients having any involvement with personal data or other confidential information of the laws and regulations relating to confidentiality.
2. Ensure that all staff is knowledgeable about the rules and procedures governing confidentiality, and that a signed confidentiality form is included in the personnel file of each staff person hired under this agreement.

K. Eligible Training Provider Process

1. Ensure that staff is fully trained in ETP process and understand their role in assisting participants in understanding the ETP process. [Note: In general, OWO staff will respond to provider's requests for information and NEG OJT funded staff will respond to individual participant questions regarding the process.]
2. Ensure that staff is fully trained in the use of the Consumer Report System (www.NSCITE.org) and utilize this tool to assist customers interested in training services to supplement an OJT position.
3. Ensure that all ETP policy and procedures, both state and local level, including exception/wavier provisions that exist, or may be developed, are included in the local policy and procedures handbook and that staff are knowledgeable about these policies and procedures.

L. NH Works Consortium MOU/Unified Plan Development

1. Comply with mutually agreed upon fair share allocation of funds (as described in the MOU and/or any other formal NH Works Consortium agreement) to support the co-location of NEG OJT funded staff in the NH Works centers, when applicable.

M. Customer Grievance Procedures/Customer Complaints

1. Ensure that all registrants for NEG OJT services receive a written grievance procedure notice, and that a signed copy attesting to the receipt of this information is included in each registrants "official" hard copy file.
2. Ensure that all staff is trained in the grievance procedure process, and that copies of all grievance policy and procedures are available in each NH Works office.
3. Ensure that the Council EO Officer is informed immediately of all formal complaints.
4. Ensure that all oral or informal e-mail "complaints" received directly, or forwarded by the OWO are responded to within two days from receipt of the complaint.

Office of Workforce Opportunity (OWO)

OWO will assign a staff person to serve as the cooperative agreement manager and primary liaison between the OWO and SNHS regarding this contract. Duties in relationship to this contract will include, but are not limited to, the provision of ongoing technical assistance, state level program monitoring, coordination of staff training on the state level, and working with SNHS/CAP to design and implement program evaluation/continuous improvement strategies to ensure proper and timely program implementation, program compliance and performance achievement.

Operational and oversight responsibilities held by the OWO shall include, but not be limited to the following:

A. Technical Assistance/Continuous Improvement/System Capacity Building

1. Provide ongoing technical assistance to SNHS to ensure compliance with the terms and conditions of this agreement and/or to promote program effectiveness.
2. Develop state level operational and fiscal policies, and reporting procedures as necessary and/or needed to ensure federal and state goals, objectives and performance measures for NEG OJT Dislocated Workers are met. Prior to implementation, policies will be shared with SNHS for review and comment.
3. Serve as the primary contact with the US Department of Labor in addressing all NEG OJT related issues.
4. Develop and/or coordinate with SNHS the development and implementation of continuous improvement strategies to improve NEG OJT services and/or promote customer satisfaction.
5. Provide a state level forum to promote coordination of the NEG OJT services outlined in this agreement with NH Works partner services.

B. Marketing/Promotions/Recruitment/Outreach to Participants and Employers

1. Develop and/or coordinate the development of state level marketing and promotional materials/activities to promote public/business awareness of the NEG OJT project.
2. Provide marketing, outreach and recruitment technical assistance to SNHS as needed to ensure enrollment/expenditure goals are achieved according to plan.

C. NEG OJT System Management Requirements and Federal Reporting

1. Ensure that effective financial systems for the planning and budgeting of NEG OJT funds in accordance with NEG OJT procedures and OWO policy are developed and maintained.
2. Oversee the e-Teams case management system and PACIA unit functions, including the maintenance of the Eligible Training Provider/Consumer Report system, and plan for adequate funding to support these system management tools.
3. Serve as the contact between the e-Teams service provider (Saber) and SNHS, the primary user of the system, to ensure system integrity, the generation of accurate and timely reports and assist in system problem resolution. All requests for information, clarification, e-Teams system changes and ad hoc reports shall be made directly to the OWO staff and must come from either the NEG OJT Statewide Administrator or SNHS performance management staff.
4. Prepare and submit to USDOL all required NEG OJT operational and fiscal federal reports.
5. Manage the Eligible Training Provider certification approval process, working directly with potential and current training providers.

D. Monitoring

1. Conduct annual NEG OJT monitoring reviews to ensure full compliance with the terms and conditions of this contract and all other NEG OJT federal laws and regulations. The OWO will forward a copy of the proposed monitoring tool to SNHS prior to each on-site monitoring visit and negotiate times for on-site visits that accommodate each parties schedule.
2. Submit a written monitoring report to SNHS by no later than 60 days after the last day of a scheduled on-site monitoring review, complete with specific instruction regarding any corrective action required.
3. Coordinate USDOL Federal Monitoring review schedules with SNHS. The OWO will serve as the liaison between SNHS and USDOL representatives to address any requests for additional information or clarification needed once the on-site visit is concluded.

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4. The OWO reserves the right to randomly monitor individual participant electronic case management files entered in the e-Teams system, and/or generate ad hoc participant reports (e.g., demographics, characteristics, service, activities, eligibility, etc.) as the OWO deems necessary and appropriate. SNHS will be notified immediately regarding any negative performance findings resulting from random monitoring.

Performance Goals and Reporting Requirements

A. Participant - Performance Goals and Reporting Requirements

1. SNHS shall be responsible for achieving performance goals/measures for all Dislocated Workers served with NEG OJT funds as stipulated in the NEG OJT grant application. The specific performance goals for the NEG OJT project are as follows: Entered Employment Rate of 88%, Retention Rate of 87% and Average Earning goal of \$15,000
2. SNHS shall be responsible for conducting follow up services for all NEG OJT participant exiters and reporting on results as defined by NEG OJT regulation.
3. SNHS shall be responsible for managing the recruitment and delivery of services to NEG OJT eligible Dislocated Workers sufficient to achieve full enrollment consistent with allocated funds.
4. SNHS shall be responsible for achieving the program-end Performance Measures assigned by US DOL for NEG OJT Dislocated Workers served with funds authorized under this contract. SNHS is responsible for pro-actively monitoring and managing end of program performance outcome projections on the local level and making timely program and/or service delivery system adjustments as needed to achieve the outcomes desired.
5. SNHS will utilize e-Teams to the fullest extent for all NEG OJT and related case management and client tracking and reporting functions.
6. SNHS will work in concert with the NH Economic and Labor Market Information (ELMI) agency (the State designated Performance Accountability and Customer Information Agency (PACIA), to populate the Workforce Investment Act Standard Record (WIASRD) through e-Teams and to assure that the appropriate data is collected and tracked by the CAPs so that ELMI may process the quarterly and annual information on all individuals participating in the NEG OJT project.
7. SNHS may collect supplemental data for customers that will not be included in the UI Wage Data. Supplemental data must be documented and verified by SNHS. All data will be captured and reported according to the NEG OJT regulations, DOL Training and Employment Guidance Letters (TEGL), the Laws and Regulations of the State of New Hampshire, and other Federal and State Laws as appropriate and related to the reporting procedures.
8. SNHS will work with ELMI to verify the completeness and accuracy of the reports and will work through any differences in interpretations.

9. SNHS will work with the OWO and ELMI to provide the necessary participant and performance information for the Annual Report.
10. OWO reserves the right to modify the performance goals and outcomes identified in this contract consistent with the issuance of NEG OJT federal regulations and/or guidance on performance measures.
11. SNHS will cooperate in making individual participant files accessible to the OWO for data validation purposes, consistent with federal requirements.

NHRECOVERY
Facing the Future, Together

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EXHIBIT B



PRICE LIMITATION

Total agreement not to exceed \$878,025.00

The total WIA ARRA NEG funds awarded to the NH Department of Resources & Economic Development under this grant is **\$972,474.00**. Funds allocated from the total award via this contract agreement for the purpose of implementing the ARRA Dislocated Worker OJT NEG project total **\$878,025.00**. This amount is further defined by funding cost categories as follows:

WIA ARRA NEG Dislocated Worker Funds

Program Funding	\$800,228.00
Administration	\$77,797.00
TOTAL DISLOCATED WORKER FUNDS	\$878,025.00

TERMS OF PAYMENT

For expenses related to these services, from June 30, 2010 through June 30, 2012, SNHS shall be paid up to **\$878,025.00** in WIA ARRA NEG Funds, to serve long-term Dislocated Workers consistent with the Exhibit A of this contract agreement.

SNHS shall be limited to expending no more than \$90,000 of the total amount awarded via this contract agreement (\$878,025.00) between July 1, 2010 and September 30, 2010.

Upon presentation of an invoice for such services and related expenses, which shall be billed quarterly (at a minimum) the amount of the invoice shall be payable to SNHS in accordance with the State 30 day minimum payment schedule. *Invoices must include the Award and CDFA number identified in the header of this document to ensure proper tracking and reporting for this grant.*

In addition to the administration and program cost limitations, SNHS shall expend funds consistent with the agreed upon line item budget for NEG OJT project expenses. Any deviation over 10% within any line time cost category must be approved in writing by the Director of the Office of Workforce Opportunity.

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11-28-10

Invoices shall be sent to: Office of Workforce Opportunity
Attn: Cyn Hunzelman
64 Old Suncook Road
Concord, NH 03301

Payment shall be made to: Southern NH Services, Inc.
Attn: Michael O'Shea
PO Box 5040
Manchester, NH 03103-5040

FINANCIAL PERFORMANCE AND REPORTING REQUIREMENTS

1. SNHS will be responsible for expending no less than 75% of the total funds awarded via this agreement by June 30 2011, and 100% of funds awarded by June 30, 2012
2. SNHS shall track the ARRA NEG OJT funds separate from other funds previously received by SNHS.
3. Invoices are due by the 30th of the month following the calendar quarter end. SNHS is encouraged to invoice monthly and/or bi-weekly.
4. Invoices shall be sufficiently detailed as to allow the OWO to comprehend the allocation of funds supporting the statewide CAP system, as well as any central office personnel.
5. SNHS shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized OWO staff and/or its auditors.
6. SNHS and the OWO agree that financial reports shall be itemized by administrative and program expenses as defined by WIA.
7. The 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 OWO and/or the State of New Hampshire.
8. SNHS shall adhere to all cash management policies and procedures stipulated in the body of this agreement, Appendix A - Assurances and Certifications and all other applicable WIA federal, State and OWO cash management regulations and policies.
9. SNHS is solely responsible for paying to the OWO any and all 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.

EXHIBIT C **Additional Terms**



WIA ASSURANCES AND CERTIFICATIONS

1. This agreement is funded under the National Emergency Grants (NEG) Program in accordance with the Workforce Investment Act (NEG OJT), Section 173: the NEG regulations at 20CFR Part 671: the NEG application guidelines and subsequent policy guidance; and funds appropriated for Program Year (PY) 2009 and in accordance with the American Recovery Act and Reinvestment Act of 2009. In the event that such funding is reduced, suspended or terminated for any reason, or if NEG OJT grant terms are significantly changed, the OWO or SNHS shall have the right to terminate this agreement, to de-obligate funds or to negotiate appropriate modifications to this agreement.
2. Nothing contained in this agreement shall be deemed to constitute a waiver of sovereign immunity of the State of New Hampshire, which immunity is hereby reserved to the State, its agencies and officials.
3. The following are incorporated by reference and are a part of this agreement:
 - 29 CFR Part 93 Restrictions on Lobbying
 - 29 CFR Part 98 Requirements for a Drug Free Workplace
 - 29 CFR Part 98 Certification Regarding Debarment and Suspension
 - 29 CFR Part 37 Nondiscrimination and Equal Opportunity Requirements
 - OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations
 - 29 CFR Part 97 Uniform Administrative Requirements for State, Local and Indian Tribal Governments (subject to the exceptions at 20 CFR Part 667~ Subpart B)
 - OMB Circular A-87 Cost Principles for State, Local and Indian Tribal Governments
 - 29 CFR Parts 96 and 99, Audit Requirements
 - 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)

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(2.1)

Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 as amended, on the basis of drug abuse under the Drug Abuse Office and Treatment Act of 1972 as amended, programs and activities funded or otherwise financially assisted in whole or in part under this Act are considered to be programs and activities receiving Federal financial assistance.

- 2) No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any such program because of race, color, religion, sex, national origin, ethnicity, age, handicap, political affiliation or belief, citizenship status as a lawfully admitted immigrant authorized to work in the United States, drug or alcohol abuse, or alcoholism.
- 3) With respect to terms and conditions affecting, or the rights of individuals who are participants in activities supported by funds provided under WIA, such individuals shall not be discriminated against because of their participant status.
- 4) Participation in programs and activities financially assisted in whole or in part under WIA shall be open to citizens and nationals of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the Attorney General to work in the United States.

B. Equal Employment Opportunity

As a condition to the award of financial assistance under WIA from the Office of Workforce Opportunity, both parties assure, with respect to operation of the WIA funded program or activity, that they will comply fully with the nondiscrimination and equal opportunity provisions of Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972 as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37.

5. This Agreement and Exhibits A, B, and C constitute the entire agreement between the OWO, DRED and SNHS, and supersedes all prior agreements and understandings.