



GEORGE N. COPADIS, COMMISSIONER

RICHARD J. LAVERS, DEPUTY COMMISSIONER

January 23, 2019

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

**REQUESTED ACTION**

To authorize New Hampshire Employment Security (NHES) to enter into a contract agreement with Southern New Hampshire Services, Inc. (SNHS) to set forth the terms under which NHES will provide services under the Mature Worker Demonstration Program. NHES will receive an amount not to exceed \$260,083 for these services, effective upon Governor and Council approval through June 30, 2020.

**EXPLANATION**

NHES is requesting authorization to enter into a contract agreement with SNHS to set forth the terms under which NHES will implement the Mature Worker Demonstration Program. The Mature Worker Program proposes to serve low-income individuals aged 55 and over which represents approximately 28% of NH's labor force. The primary goal of this program is to encourage mature workers to engage in re-employment activities tailored to their specific needs that will result in unsubsidized job placement.

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

Respectfully submitted,

George N. Copadis  
Commissioner

Attachments  
GNC/jdr



## **SOUTHERN NEW HAMPSHIRE SERVICES, INC.**

*The Community Action Agency for Hillsborough and Rockingham Counties*

Mailing Address: PO Box 5040, Manchester, NH 03108  
40 Pine Street, Manchester, NH 03108  
Telephone: (603) 668-8010 ext. 6137 Fax: (603) 644-4706

### **CONTRACT FOR WIOA SERVICES Mature Worker Demonstration Grant**

**CONTRACT NUMBER:** 2018-002

**Administrative Agency:** Southern New Hampshire Services, Inc.

**Telephone:** (603) 668-8010

**Contact Person:** Matt Russell  
WIOA Local Program Administrator

**Contractor:** New Hampshire Department of Employment Security  
45 South Fruit Street  
Concord, NH 03301-4857

**Telephone:** (603) 228-4051

**Fax #:** (603) 229-4321

**Contact Person:** Pamela Szacik  
Employment Service Bureau Director

**Contract:** Not to exceed \$260,083

**Contract Period:** Effective Governor and Council Approval – June 30, 2020

**Purpose:**

This contract between Southern New Hampshire Services, Inc. (SNHS) located at 40 Pine Street, Manchester, New Hampshire 03108, and New Hampshire Department of Employment Security (NHES) for purpose of providing the services described below and detailed in Standard Exhibit A.

NHES shall hire staff to work in the NH Works Resource Centers where the employment related services will be introduced and delivered to participants enrolled in the Mature Worker Demonstration Grant. NHES will also utilize their exclusive access to the NH Job Match System and wage record information to help identify individuals that may be eligible for services under this grant.

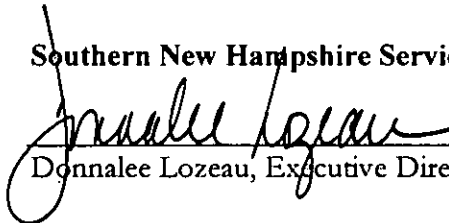
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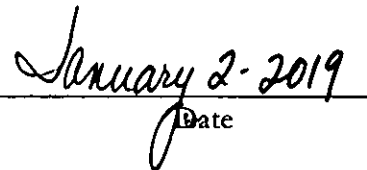
NHES will hire two part-time Navigators and one quarter-time Program Specialist to provide services in the Manchester, Nashua and/or the Somersworth NH Works Offices. The Program Specialist will utilize internal NHES programs to assist with outreach and recruitment efforts. Navigators will be providing regular orientations, introducing the AARP electronic re-employment tools, conducting employment related workshops specific to the older worker population, tracking program participation, registering participants for Job Club activities, and referring to WIOA Career Navigators for eligibility determination, assessment, development of an Individualized Employment Plan and possible OJT or ITA training.

By signing below, Southern New Hampshire Services, Inc. and New Hampshire Department of Employment Security agree to all the terms of this agreement.

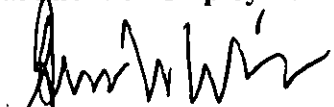
- I. Exhibits A through J
- II. Budget Document

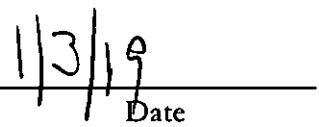
**Southern New Hampshire Services, Inc.**

  
Donnalee Lozeau, Executive Director


  
Date

**NH Department of Employment Security**

  
George Copadis, Commissioner

  
Date

Approved as to form, substance and execution:



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Office of the Attorney General

1/24/2019  
Date

**Southern New Hampshire Services, Inc.**

**STANDARD EXHIBIT A**

**SCOPE OF SERVICES**

**Mature Worker Demonstration Grant**

**Contract Period: Effective Governor and Council approval through June 30, 2020.**

**Contractor: New Hampshire Department of Employment Security (NHES)**

**SCOPE OF SERVICES**

This cost reimbursement agreement for services between New Hampshire Department of Employment Security (NHES) and Southern New Hampshire Services, Inc. (SNHS) will be **effective upon G&C approval and will be terminating on June 30, 2020. Total payments under this agreement shall not exceed: \$260,083** and shall be expended consistent with the line item budget in Exhibit B of this agreement.

Funds authorized under this agreement are for the sole purpose of implementing Workforce Innovation and Opportunity Act (WIOA) the Mature Worker Demonstration Grant and shall not be used for any purpose other than those activities identified in the Statement of Work in this agreement and in accordance with US DOL WIOA program rules and regulations.

As a condition of this agreement NHES/SNHS assumes responsibility for the specific responsibilities cited in this agreement for the purpose of delivering services to mature workers, and agrees to carry out these duties consistent with all the conditions and terms of this agreement, and all applicable federal and state laws, regulations and requirements. In addition, by signing this agreement NHES acknowledges the cooperative agreement relationship inherent in this agreement necessary to effectively carry out joint activities as identified in the Grant agreement with US DOL.

NHES/SNHS shall deliver services consistent with the policy and procedures established by BEA as the grant recipient, the US Department of Labor as the grant funder, and as specified in the Statement of Work articulated in this contract agreement.

**Deliverables:**

NHES/SNHS will be responsible for the deliverables outlined in the Statement of Work.

SNHS is authorized to sub-contract for services with NHES for the purpose of delivering WIOA services as detailed in this contract. SNHS is required to ensure that all sub-contract awards contain the same regulatory requirements as those contained in this agreement.

The Mature Worker Demonstration Grant (MWDG) proposes to serve 80 low-income individuals aged 55 and over within the 24 month grant period. New Hampshire's labor force is aging. Individuals aged 55 and over represented 29% of NH's labor force in 2017, compared to 12.1% in 1994.

Individuals laid off at age 55 or later often deal with a number of common challenges that can make it more difficult for them to reenter the labor market. Some of these challenges include, but are not limited to: high salary expectations, out of date skills, expensive health benefits, retirement expectations, visible frustration, working for younger bosses with less experience, etc.

In addition to the traditional programs and services that are available at each of the NH Works centers; the Mature Worker Demonstration Grant will provide this population with access to a plethora of new resources and services that have been designed to address re-employment challenges specific to mature workers. All of the individuals served through this grant will be given access to comprehensive re-employment services designed to give them the tools, confidence and skills they need to find a job. These services include access to online resources and/or workshops for career exploration, job searching, interview tips and techniques, and other proven strategies for overcoming barriers to employment.

The primary goal of this project is to encourage mature workers to engage in re-employment activities tailored to their specific needs that will result in unsubsidized job placement. Emphasis will be placed on assisting participants in seeking employment opportunities in one of the State's identified sector industries. It may be necessary for some participants to receive additional training to upgrade their skills through either an employer-based training option or classroom-based individual training account.

Employer-based training could be an On-the-Job Training (OJT) or a Retention Incentive. OJT offers a 50% wage reimbursement to an employer for up to six months, based on training needs. The Retention Incentive program is a new employer-based training option where the employer is eligible for a \$2,000 subsidy if the trainee has been retained for 2 months, and another \$2,000 subsidy if the employee continues to be employed at 8 months.

**Scope of Work:**

NHES will hire two part-time Navigators and one quarter-time Program Specialist to provide services in the Manchester, Nashua and/or Somersworth NH Works offices, as determined by the Mature Worker advisory team.

The Program Specialist will assist in the outreach and recruitment efforts by identifying individuals that may meet the eligibility requirements established under this grant. NHES has exclusive access to wage record information and the NH Job Match System, which will be useful tools that can help identify individuals that would likely be eligible for services. They will also ensure program participation is closely tracked and reported to SNHS monthly. Promotional flyers will be developed and posted in each of the NH Works Offices participating in this grant and electronic copies will be disseminated through NHES internal systems to help increase awareness and interest.

The two part-time Navigators will provide regular outreach to all of the individuals that have been identified as 'likely eligible' for services and scheduled for an orientation at the local NH Works office. Orientations, which may be groups of individuals or on a one-to-one basis, will be conducted on a regular basis; where an overview of available services and programs will be

reviewed. Individuals that are interested in services available under the Mature Worker Demonstration Grant will be scheduled for an intake appointment with a WIOA Adult Career Navigator and be advised of what documentation will be necessary for these appointments. Once the participant has been declared eligible and completes the required intake and assessments; the NHES Navigator will be actively working with participants in the NH Works Resource Center to develop an individualized employment plan to best meet their needs. They will ensure participants are registered in the Job Match System, provided with the AARP Re-employment Guide, "7 Smart Strategies for 50+ Job Seekers", introduced to the on-line resource available through AARP, regularly conduct workshops on employment topics that are specific to older worker population needs, register individuals for upcoming Job Club sessions, and maintain ongoing communication with the WIOA Adult Career Navigator to ensure services are recorded and make recommendations for employer-based or classroom-based training as needed.

#### Outreach Efforts:

NHES will send email blasts through the Job Match System to help increase awareness and participation in the Mature Worker Grant. Program Specialist will review wage record information to help identify individuals that would likely meet the eligibility requirements. NHES Navigators will receive weekly listings of profiled individuals from each of the targeted offices and will be invited to attend an orientation about available services.

#### Program Orientation:

NHES and SNHS will jointly work to develop a Program Orientation that outlines the services that will be available, topics and activities that will be covered, and eligibility requirements. NHES Navigator will be conducting orientations on a regular basis and will ensure that interested individuals are able to be scheduled to attend an orientation within 3 business days. NHES should coordinate with the WIOA Adult Career Navigator to identify times when intake appointments will be available. SNHS shall also ensure that Navigators set up an intake appointment within 3 business days.

#### Referral Process:

After the participant has attended a Program Orientation, the NHES Navigator will have the participant sign the *NH Works Release of Information* and *Partner Referral Form* which will be provided to the WIOA Adult Career Navigator. The NHES Navigator will provide the participant with a list of documentation that will be needed for the WIOA intake appointment, to help ensure they're fully prepared for this meeting.

#### Performance Goals

SNHS will be responsible for providing quarterly outcome reports on the following measures:

- Planned versus actual enrollments
- Number of participants in each activity YTD data
  - Number of re-employment/career services self-directed
  - Number of re-employment/career services staff-directed
  - Number of re-employment workshops
  - Number enrolled in Job Club

- Number entered training by type – OJT, Incentive or ITA
- Number of exits YTD
  - Exits that found employment (Service provided, but not training)
  - Exits referred to another program after program enrollment for additional services
  - Exits after training that found employment
  - Exits not employed/other
- Number of participants entered employment 2<sup>nd</sup> quarter after exit
- Number of participants entered employment 4<sup>th</sup> quarter after exit
- Median Earnings 2<sup>nd</sup> quarter after exit
- Customer Satisfaction (Survey Monkey at the time of exit)
  - Minimum of 50% response rate

SNHS and NHES will jointly work to develop a tracking tool that will be maintained by each of the Navigators to track participation in activities and referrals to ensure necessary information is gathered and reported to SNHS on a monthly basis for reporting purposes.

**Staffing Requirements:**

NHES will hire two part-time Navigators and one quarter-time Program Specialist for the duration of the contract period, ending on June 30, 2020.

**Reporting Requirements:**

NHES will submit timely and accurate reports as determined by SNHS/OWO to support the quarterly reporting requirements of the Mature Worker Demonstration Grant and other reporting as needed based upon request from the SNHS and/or the OWO to meet state and federal requirements.

Required reports will include but not be limited to monthly excel format reports detailing names, contact information, and referral status for each of the customer that attends or is scheduled to attend the Program Orientation.

NHES shall be aware that fiscal invoices are due on a monthly basis by the 20<sup>th</sup> of the month following the month of expenditures.

**Special Conditions:**

As required by US DOL, NHES as a sub-recipient of federal funds shall also be responsible for adhering to the terms and conditions outlined in Exhibit C Special Provisions of this contract document.



**Southern New Hampshire Services, Inc.**

**STANDARD EXHIBIT B**

**TERMS AND CONDITIONS OF PAYMENT**

Contractor's Name: **New Hampshire Department of Employment Security**

Contract Period: **Effective Governor and Council Approval through June 30, 2020**

Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Scope of Services, Southern NH Services, Inc. (SNHS) shall reimburse the contractor for allowable expenses up to a maximum total payment of **\$ 260,083.00**.

1. The contractor shall not expend funds in addition or outside of the approved line-item budget without written consent from SNHS.
2. This contract is funded with federal funds from the US Department of Labor made available under the Catalog of Federal Domestic Assistance (CFDA) number: **17.235**.
3. Contractor use of funds in this contract must be in accordance with the Workforce Innovation Opportunity Act (WIOA) program assurances. See Exhibit C and attachments for specifics.
4. The Contractor shall not use any of the funds authorized via this contract agreement to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year.
5. Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period.
6. Expenditures shall be in accordance with the attached line item budget. Any changes to the budget line items must be requested in writing and approved by SNHS.
7. The Contractor agrees that all financial reports shall at a minimum be itemized by administrative, and program as defined under WIOA.
8. Invoices must be submitted monthly within thirty (30) days of the end of the previous month and be submitted in a format consistent with the approved budget. The payment of invoices is subject to receipt by SNHS of required reports as stated in Exhibit A - Scope of Services.
9. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
10. Invoices shall be sent to:

Southern New Hampshire Services, Inc.  
40 Pine Street  
Manchester, NH 03108  
Attention: Jill Lesmerises, Senior Accountant

11. The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized SNHS staff and/or its auditors.
12. The Contractor is solely responsible for paying to SNHS and BEA/OWO any disallowed costs associated with the misappropriation of federal funds. Disallowed costs may not be paid with federal funds, regardless of the funding source.
13. SNHS reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds and/or, satisfactory performance of services.
14. The Contractor is prohibited from using federal funds awarded under this contract for any costs not approved in the line-item budget. In addition under no circumstances shall federal funds be expended on the following items and/or activities: food; automobiles; lobbying; real property and improvements; cost of interest payments; membership dues; professional license; annual professional dues or fees; finance charges, late fees or penalties; and depreciation charges. This is not intended to be an all-inclusive list, the contractor must review any proposed cost outside of the approved line item budget with SNHS for final approval.

<b>NH Department of Employment Security</b>	
<b>WIOA Mature Worker Demo Grant</b>	
Total NHES Funds: \$260,083	
	<b>NHES Budget</b>
<b>EXPENSE ITEM</b>	<b>Program</b>
Staff Salaries	\$154,500
Staff Fringe Benefits	\$27,000
Staff Travel - In State Only	\$2,400
Communications	\$5,300
Office Supplies	\$2,538
Premise Expense	\$4,962
Equipment Expense	\$7,346
SWCAP/DoIT/AS&T	\$54,541
Other	\$1,496
<b>Total</b>	<b>\$260,083</b>

## STANDARD EXHIBIT C

As a condition of this contract agreement NHES agrees to the following:

- Staff funded through this agreement must agree to maintain WIOA participation confidentiality and equal opportunity federal requirements at all times in the course of carrying out the responsibilities outlined in the Statement of Work.
- Funds from this contract, or the products developed with funds from this contract with similar deliverables shall not be used to supplant, supplement or otherwise offset costs for other similar federal contracts held by NHES.
- Intellectual Property Clause – this agreement is 100% federally funded therefore,

*"The Federal government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for Federal purposes: i) the copyright in all products developed under the grant, including a sub-grant or contract under the grant or sub-grant, and ii) rights of copyright to which the grantee, sub-grantee or a contractor purchases ownership under an award (including, but not limited to, curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise.*

- If applicable, the following language needs to be included on all products developed, in whole or in part, with grant funds:

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

### SPECIAL PROVISIONS - Continued

### 1. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. Southern NH Services, Inc. (SNHS),

engages the 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").

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

2.1 This Agreement, and all obligations of the parties hereunder, shall not become effective until the start date of the contract period identified in the contract.

2.2 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 SNHS 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 the contract.

**3. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of SNHS hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall SNHS be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, SNHS 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.

**4. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

4.1 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.

4.2 The payment by SNHS 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. SNHS shall have no liability to the Contractor other than the contract price.

4.3 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 the contract

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

5.1 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.

5.2 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, genetics or national origin and will take affirmative action to prevent such discrimination.

5.3 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.

**6. PERSONNEL.**

6.1 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. EVENT OF DEFAULT/REMEDIES.**

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

7.1.1 failure to perform the Services satisfactorily or on schedule;

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


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

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

7.2.1 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;

7.2.2 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;

7.2.3 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

Contractor Initials   
Date 1/2/19

7.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 8. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

8.1 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.

8.2 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.

8.3 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.

9. **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.

10. **CONTRACTOR'S RELATION TO THE SNHS.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of SNHS or 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.

11. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of SNHS. None of the Services shall be subcontracted by the Contractor without prior written consent.

#### 12. WORKERS' COMPENSATION.

12.1 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").

12.2 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 SNHS, 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. SNHS 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.

13. **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 Southern NH Services, Inc.

14. **WIOA ADMINISTRATION.** The WIOA specifies the definition of administration activities as function-based activities not related to direct program services, which can be either direct or indirect costs. Administrative functions include the following:

- Accounting, budgeting, financial and cash management
- Procurement and purchasing
- Personnel and property management
- Payroll, audit and general legal services
- Oversight and monitoring of administrative activities
- Developing information systems and procedures related to administration functions.
- Direct costs - costs identified with a specific grant
- Indirect costs - cost shared among multiple programs/cost shared among multiple categories.

15. **SOVEREIGN IMMUNITY.** 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 15 shall survive the termination of this Agreement.

**STANDARD EXHIBIT D**

**CERTIFICATION REGARDING LOBBYING**

**US DEPARTMENT OF LABOR - CONTRACTORS**

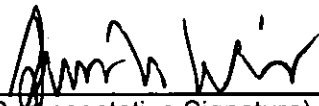
Programs (indicate applicable program covered): Workforce Innovation and Opportunity Act (WIOA) Programs

Contract Period: Effective Governor and Council Approval through June 30, 2020

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

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

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



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

George Copadis, Commissioner

\_\_\_\_\_  
(Authorized Contractor Representative Name & Title)

NH Department of Employment Security

\_\_\_\_\_  
(Contractor Name)

1/30/19  
\_\_\_\_\_  
(Date)

## STANDARD EXHIBIT E

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

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#### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department Business and Economic Affairs (BEA) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when BEA determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, BEA may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to B E A to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by BEA.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and

Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, BEA may terminate this transaction for cause or default.

#### **PRIMARY COVERED TRANSACTIONS**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

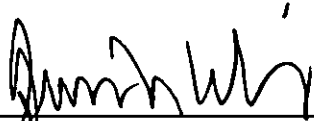


**LOWER TIER COVERED TRANSACTIONS**

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.



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

**George Copadis, Commissioner**  
\_\_\_\_\_  
(Authorized Contractor Representative Name & Title)

**NH Department of Employment Security**  
\_\_\_\_\_  
(Contractor Name)

**1/31/19**  
\_\_\_\_\_  
(Date)

**STANDARD EXHIBIT F**

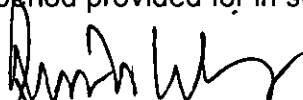
**CERTIFICATION REGARDING  
COMPLIANCE WITH SECTIONS 504 OF THE REHABILITATION ACT OF 1973, as  
AMENDED AND AMERICANS WITH DISABILITIES ACT OF 1990**

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

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

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

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

George Copadis, Commissioner  
\_\_\_\_\_  
(Authorized Contractor Representative Name & Title)

NH Department of Employment Security  
\_\_\_\_\_  
(Contractor Name)

1/2/19  
\_\_\_\_\_  
(Date)

# NH Department of Business and Economic Affairs

## STANDARD EXHIBIT G

### CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

##### US DEPARTMENT OF LABOR - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to: NH Department of Business and Economic Affairs, Office of Workforce Opportunity, 172 Pembroke Road, Concord, NH 03302.

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

- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

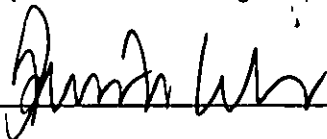
(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance: NH Works Offices and Itinerant Sites Statewide

**Period Covered by this Certification:** Effective Governor and Council Approval – June 30, 2020

**Contractor Name:** NH Department of Employment Security

**Name & Title of Authorized Contractor Representative:** George Copadis, Commissioner

**Contractor Representative Signature:**  \_\_\_\_\_ **Date:** 1/2/19

## STANDARD EXHIBIT H

### STATEMENT OF CONFIDENTIALITY

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

All staff and employees of the Southern NH Services including agencies under contract with SNHS, are under an equal obligation to treat as confidential any information they may acquire, by any means, about an applicant, a recipient or former recipient.

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

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

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

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

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

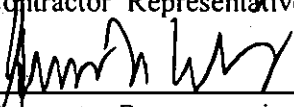
The contractor agrees to ensure that a signed confidentiality form is placed in the personnel file of all staff funded with WIOA funds.

NH Department of Employment Security

Contractor Name

George Copadis, Commissioner

Authorized Contractor Representative Name and Title



Authorized Contractor Representative Signature

**EXHIBIT I**

**WIOA ASSURANCES AND CERTIFICATIONS**

The contractor assures and certifies that they will comply with applicable WIOA assurances once fully implemented:

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

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

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

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

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

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

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

7. Other Applicable Statutes -The sub-recipient/contractor shall comply with the provisions of:
  - 29 CFR Part 37 Nondiscrimination and Equal Opportunity Requirements

- OMB "Super Circular" Audits of States, Local Governments and Non-Profit Organizations
- The Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327,42 U.S.C 12101-12213 and 47 U.S.C 225 and 611)
- Hatch Act (5 U.S.C. Subsection 1501 -1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds
- Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 as amended (P.L.91-616)
- Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. Section 794, 29 CFR Part 32)
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. Subsection 1681-1683, and 1685 and 1686)
- The Age Discrimination Act of 1975 as amended (42 U.S.C. Section 101-61 07) Title VI of the Civil Rights Act of 1964 (P.L. 88-352 / 29 CFR Part 31)
- Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255)as amended
- Davis-Bacon Act (40 U.S.C. Subsection 276a to 276a-7) regarding labor standards for federally assisted construction sub-agreements
- Copeland Act (40 U.S.C. Subsection 276C and 18 U.S.C. Subsection 874) regarding labor standards for federally assisted construction sub-agreements
- Contract Work Hours and Safety Standards Act (40 U.S.C. Subsections 327-333) regarding labor standards for federally assisted construction sub-agreements
- Occupational Safety and Health Act, including State and Federal law which are applicable to similarly employed employees of the same employer who are not participants in programs under WIA/WIOA.
- Implementation of the Priority of Service provisions of the Jobs for Veterans Act (73 fed. Reg. 78132)
- Section 188 of the Workforce Innovation and Opportunity Act (WIOA), prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I- financially assisted program or activity;
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs
- Comply with 29 CFR part 38 and all other regulations implementing the laws listed above.
- Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations

must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Political Activities - The sub-recipient/contractor shall not provide financial assistance for any program under this Act, which involves the following political activities:
- No participant may engage in any political activities during hours for which the participant is paid with funds under the Act.
  - No participant may, at any time engage in any political activities in which such participant represents himself/herself as a spokesperson of any program under this Act.
  - No participant may be employed or out stationed in the Office of a member of Congress, of a state or local legislator or on any staff of a legislative committee.
  - No participant may be employed or out stationed in the immediate office of any chief-elected executive official (or officials, if the office of chief executive is shared by more than one person) of the State or unit of general local government, except that:
    - Sub-recipient/contractors in rural areas may employ participants in such positions provided that documentation is presented to and approved by BEA which makes clear that such positions are non-political; and
    - Where positions are technically in such office, but are actually program activities not in any way involved in political functions, documentation attesting to the non-political nature of the position is to be provided to BEA for approval prior to enrollment of participants in such positions.
  - Sub-recipient/contractors shall develop safeguards to ensure that participants placed in these positions are not involved in political activities.
9. Nepotism - No individual may be placed in a WIOA employment activity if a member of his/her immediate family is engaged in an administrative capacity for the employment agency.

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

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

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

10. Political Patronage - The sub-recipient/contractor shall not select, promote, or reject a participant, vendor, or sub-recipient/contractor based on political affiliations or belief. The selection or advancement of employees as a reward for political services or as a form of political patronage is prohibited whether or not the political service or patronage is partisan in nature.



11. Conflicts of Interest - The sub-recipient/contractor shall be aware of, and abide by, any and all conflict of interest policies currently in place, or later established by BEA.
12. Kickbacks - No officer, employee, or agent of any sub-recipient/contractor shall solicit or accept gratuities, favors, or anything of monetary value from any actual or potential participant or any of its potential sub-sub-recipient/contractors.
13. Unionization and Anti-unionization Activities/Work Stoppages -
  - No funds under the Act shall be used in any way to either promote or oppose unionization.
  - No individual shall be required to join a union as a condition for enrollment in a program in which only institutional training is provided, unless such institutional training involves individuals employed under a collective bargaining agreement which contains a union security provision.
  - No participant may be referred to or placed into, or remain working in any position which is affected by labor disputes involving work stoppage. If such a work stoppage occurs during the grant period, participants in affected positions must: (a) be relocated to positions not affected by the dispute; (b) be suspended through administrative leave; or (c) where participants belong to the labor union involved in the work stoppage, be treated in the same manner as any other union member except such members must not remain working in the affected position. The sub-recipient/contractor shall make every effort to relocate participants, who wish to remain working, into suitable positions unaffected by the work stoppage.
14. Fees - No funds under this Act shall be used for payment of a fee charged to an individual for the placement of that individual in a training or employment program under the Act. The sub-recipient/contractor shall not charge a fee to any individual for the referral or placement of that individual in any program.
15. Consultation with Labor Organizations - Any assistance program conducted with funds made available under this Act which will provide services to a substantial number of members of a labor organization shall be established only after full consultation with such labor organizations.
16. Displacement Funds - provided under this Act shall only be used for activities that are in addition to those which would otherwise be available in the area in the absence of such funds.

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

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

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

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

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

17. Financial Management - GAAP shall be used, or in absence of such system, the sub-recipient/contractor shall maintain a financial and accounting system that provides adequate internal controls and records to allow BEA, USDOL, State auditors, etc. to audit and monitor the sub-recipient/contractor's programs.
- Bank accounts shall have FDIC coverage.
  - Funding advances are discouraged. Cost reimbursement is the preferred method. However, should advances be approved, minimal time between fund requests and expenditures shall exist, and in NO event shall advances exceed 10% of sub-recipient/contractor's contract.
  - All grant expenditures shall be supported with source documentation such as cancelled checks, invoices, etc. Sufficient internal controls shall exist to prevent fraud and program abuse.
  - Any person with knowledge of fraud, abuse, or criminal activity shall report such activity to BEA within three (3) working days of obtaining such knowledge.

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

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

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

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

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

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

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

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

20. Title to Property - Title to any and all real or non-expendable personal property received or acquired by the sub- recipient/contractor under this grant or through use of funds or proceeds from funds provided under this grant are subject to the terms and conditions of use and disposition as set forth in WIOA and State surplus property regulations.
21. Relocations - The sub-recipient/contractor shall not use funds under the Act to assist in relocating establishments, or parts thereof, from one area to another unless such relocations will not result in an increase in unemployment in the area of original location or in any other area.
22. Program Management - The sub-recipient/contractor shall monitor its programs monthly. Written policies and procedures shall be established, implemented, in effect, and followed. Policies shall include procedures for collecting performance information, assessing performance problems, developing and implementing appropriate remedial actions, and shall provide descriptions of each activity and service provided under the contract.

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

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

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

- The sub-recipient/contractor shall review all material submitted to it by BEA and respond to BEA with respect to the action taken or planned in response to the recommendations made.

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

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

25. Bonding Sub-recipient/contract shall show evidence of a bond (or self-insured status) for every officer, director, agent, or employee of the sub-recipient/contractor or its sub- sub-recipient/contractors, if any, authorized to act on behalf of the sub-recipient/contractor or its sub-sub-recipient/contractors for the purpose of receiving or depositing funds into program accounts, or issuing financial documents, checks, or other instruments of payments for program costs. The amount of the coverage shall be \$100,000.00.

26. Eligibility The sub-recipient/contractor shall establish effective systems to ensure accurate participant eligibility review determinations exist. Changes in eligibility status may only be done by designated eligibility staff.

27. Assessment - Once enrolled, the sub-recipient/contractor shall make or have made a more detailed assessment for each participant. Specific assessment requirements are outlined in the contract body.

28. Participants Rights and Benefits Every participant, prior to entering a WIOA activity shall be informed of that individual's rights and benefits in connection with the activity including but not limited to:

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

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

30. Payment of Wages - Participants in On-the-Job Training shall be compensated by the employer at such rates, including periodic increases, as are reasonable, considering such factors as industry, geographic region and the participant's skills. In no event shall the wage rate be less than the highest of the following:
- The minimum wage rate specified in section (6) (a) (1) of the Fair Labor Standards Act;
  - The prevailing wage rate for persons similarly employed;
  - The minimum entrance wage rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance wage rate for the occupation in other establishments in the area;
  - The wage rate required by an applicable collective bargaining agreement; or
  - The prevailing wage rate established by the Department of Labor in accordance with the Davis-Bacon Act
31. Working Conditions - Each participant shall be assured that:
- Conditions of employment and training shall be appropriate and reasonable, in light of such factors as the type of work, geographical region and proficiency of the participant;
  - No participant shall be required or permitted to be trained or receive services in buildings or surroundings or under work conditions which are unsanitary, hazardous, or dangerous to the participant's health or safety. The sub-recipient/contractor agrees to abide by all relevant Federal and State "Safety" laws. Participants employed or trained for inherently dangerous occupations, e.g., fire or police jobs, shall be assigned to work in accordance with reasonable safety practices;
  - All individuals employed in subsidized jobs shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work; and;
  - No funds available under this Act may be used for contributions on behalf of any participant to retirement systems or plans.
32. Confidential Information - Where possible, the identity of any person who has furnished information relating to, or assisted in, an investigation of a possible violation of the Act will be held in confidence. Where the disclosure of the person's identity is essential to assure a fair determination of the issues or where necessary to effectively accomplish responsibilities under the Act, the Inspector General, the Solicitor, Regional Administrator for WIOA, the Administrative Law Judge, New Hampshire State Judiciary or BEA Hearing Officer presiding over a hearing in which the matter arises, may disclose such identity upon such conditions as shall promote the continued receipt of confidential information by BEA and effectuate the protection and policies of the Act. No person is entitled under the Act, the Regulations, or terms and conditions of this grant because such person has filed any complaint instituted or caused to be instituted and proceeding under or related to the Act, has testified or is to testify in any such proceedings or investigation or has provided information or assisted in an investigation.
33. Access to Records/Audits - All WIOA records shall be accessible to authorized Federal and State staff. Further, if subject to an audit performed under the guidelines of Federal Office of Management and Budget Super Circular, such audit shall include any and all funds provided by BEA to sub-recipient/contractor during the period of time covered by such audit. Sub-recipient/contractor assures that a copy of the final audit which pertains to such funds shall be forwarded to BEA within thirty (30) days following the final audit's issuance date.

34. Sanctions - In the event of noncompliance with the contract or these Assurances, BEA may, with written notice to the sub-recipient/contractor stating the reasons therefore, immediately terminate, suspend or transfer all or part of the funding provided under this contract or take action, or direct such other action be taken by the sub- recipient/contractor, pertaining to program or financial operations as BEA deems necessary. If the sub- recipient/contractor has been found to be in violation of the non-discrimination and/or equal opportunity provisions of WIOA, BEA shall follow their policy, based on the administrative procedures set forth in the Act.
35. Reimbursement to BEA - The sub-recipient/contractor shall be responsible for refund, repayment, and reimbursement for funds under the following conditions:
- When any or all monies provided under this contract or under any previous contract have been expended by the sub-recipient/contractor in a manner or for a purpose determined by BEA as a result of audit or monitoring to be in violation of the provisions of the contract, Act, Federal Regulation, or State Policy, such sum shall be due and owing to BEA and shall be repaid to BEA immediately, upon demand, from non-federal funds; and
  - When any cost charged to or any expenditure of, funds or proceeds of funds provided under this contract or under previous contract is not supported, documented or otherwise accounted for by the sub-recipient/contractor as required by the contract, Act, Federal Regulations, or State Policy, and is determined by BEA not to be an allowable or allocable cost or expenditure, such sum shall be due and owing BEA and shall be repaid to BEA immediately, upon demand, from non-federal funds.
36. Additional Standards - BEA may, in lieu but not to the exclusion of suspension or termination, or transfer, impose additional standards of performance on the sub-recipient/contractor if BEA determines on the basis of monitoring, audits or evaluation, that the sub-recipient/contractor has a history of poor performance; is not financially stable; or has a management system which does not meet BEA standards as set forth in this contract.

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

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

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

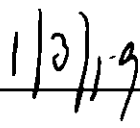
In the event of termination, suspension or transfer, the sub-recipient/contractor warrants that it will fully cooperate with and provide all reasonable assistance to BEA in effecting or maintaining

continuity of services to participants, including, but not limited to, the efficient and orderly transfer of services, benefits, funds, and administration of programs and activities to such other parties or organizations as directed by BEA.

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

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

  
\_\_\_\_\_  
**Signature of Authorized Representative**  
George Copadis, Commissioner

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

**NH Department of Business and Economic Affairs**

**STANDARD EXHIBIT J**

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

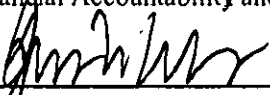
In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Business and Economic Affairs (BEA) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
  - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

	George Copadis, Commissioner
_____ (Contractor Representative Signature)	_____ (Authorized Contractor Representative Name & Title)
NH Department of Employment Security	1/2/19
_____ (Contractor Name)	_____ (Date)



# State of New Hampshire

## Department of State

### CERTIFICATE

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

Business ID: 65506

Certificate Number : 0004073347



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2nd day of April A.D. 2018.

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

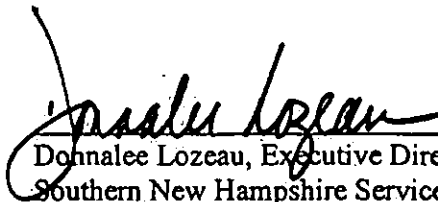
William M. Gardner  
Secretary of State

**AFFIDAVIT**

I, Donnalee Lozeau, the undersigned, do hereby depose and state as follows:

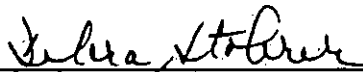
1. I currently serve as the duly elected Executive Director of Southern New Hampshire Services, Inc., a community action agency serving Hillsborough and Rockingham Counties of the State of New Hampshire.
2. Pursuant to a Resolution adopted at a meeting of the Board of Directors of the agency held on September 9, 2017, I am duly authorized on behalf of the Agency to execute contracts with the State of New Hampshire, including any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as may be necessary, desirable or appropriate in furtherance thereof.
3. The Resolution has not been revoked or amended and remains in full force and effect as of this 24 day of January, 2019.

Dated: January 24, 2019

  
Donnalee Lozeau, Executive Director  
Southern New Hampshire Services

STATE OF NEW HAMPSHIRE  
HILLSBOROUGH, SS

Subscribed and sworn to before me, this 24<sup>th</sup> day of January, 2019, by the above-named, Donnalee Lozeau..

  
Notary Public

My commission expires:

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