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New Hampshire Department of
**BUSINESS AND
ECONOMIC AFFAIRS**

October 27, 2023

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

REQUESTED ACTION

Authorize the Department of Business and Economic Affairs, Office of Workforce Opportunity to enter into a **Sole Source** amendment of an existing contract (Contract #1093270) with Southern New Hampshire Services (SNHS) (VC#177198), Manchester, NH, for the delivery of the Workforce Innovation and Opportunity Act (WIOA) Adult Program services by increasing the price limitation by \$2,918,490 from \$5,900,000 to \$8,818,490 and by extending the completion date from June 30, 2024 to June 30, 2025 effective upon Governor and Council approval. The original contract was approved by Governor and Council on December 18, 2020, Item #37, and amended on April 12, 2023, Item #5K. **100% Federal Funds.**

Funding is available in account Office of Workforce Opportunity for Fiscal Year 2024 and Fiscal Year 2025 with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

	<u>FY 2024</u>	<u>FY2025</u>
03-22-22-220510-14530000-102-500731-Contracts for Program Services	\$1,125,000	\$1,793,490

EXPLANATION

This request is **Sole Source** due to the successful delivery of WIOA Adult Program services provided by Southern New Hampshire Services (SNHS), as SNHS exceeded enrollment goals last year and is again on target to surpass this year's goals. These increases are being seen due to the expansion of eligibility as well as through various outreach efforts that are under way. In addition, the transfer of administration of WIOA Title I services from NHES to BEA occurred late in program year 2022.

This contract between the Department of Business and Economic Affairs, Office of Workforce Opportunity (BEA/OWO) and Southern New Hampshire Services (SNHS) is for the delivery of the WIOA Adult Program services. The amendment of the existing agreement increases the funding to reflect the increase in enrollment and services being provided to eligible participants. Through various outreach initiatives and the expansion of eligibility, SNHS has far exceeded enrollment goals. The amendment will also extend the existing agreement by one program year to allow for the continuation of planned deliverables with minimal disruptions.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council

October 27, 2023
Page 2 of 2

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

In the event Federal Funds are no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "T. Caswell", with a stylized initial "T" and a long horizontal flourish.

Taylor Caswell
Commissioner

NEW HAMPSHIRE DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
OFFICE OF WORKFORCE OPPORTUNITY

SUBJECT: WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) ADULT PROGRAM CONTRACT
SOUTHERN NEW HAMPSHIRE SERVICES, INC.

AMENDMENT

This Amendment dated October 27, 2023, is between the State of New Hampshire Department of Business and Economic Affairs, Office of Workforce Opportunity, 100 North Main Street, Suite 100, Concord, Merrimack County, New Hampshire 03301 (hereinafter referred to as the "State") and Southern New Hampshire Services, Inc, 40 Pine Street, Manchester, Hillsborough County, New Hampshire 03106 (hereinafter referred to as the "Contractor").

Pursuant to an Assignment of Agreement (hereinafter referred to as the "Agreement"), as approved by Governor and Council on April 12, 2023, Item 5K (Consent Calendar), the Contractor has agreed to provide certain Services, per the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein.

WHEREAS, pursuant to the provisions of Item 5 of the Agreement, the State and the Contractor have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing and of the covenants and conditions in the Agreement as set forth herein, the parties agree to the following:

1. **Amendment and Modification of Agreement.** The Agreement is amended and modified as follows:
 - A) **Completion Date:** Amend the Agreement by striking the current completion date of June 30, 2024 and inserting in place thereof the date of June 30, 2025.
 - B) **Price Limitation:** Amend the Agreement by striking the current price limitation of \$5,900,000 and inserting in place thereof the amount of \$8,818,490.
2. **Continuance of Agreement.** Except as specifically amended and modified by the Terms and Conditions of this Amendment, obligations of the parties hereunder shall remain in full force and effect in accordance with the terms and conditions set forth in the Agreement as it existed immediately prior to this Amendment.


NEW HAMPSHIRE DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
OFFICE OF WORKFORCE OPPORTUNITY

SUBJECT: WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) ADULT PROGRAM CONTRACT
SOUTHERN NEW HAMPSHIRE SERVICES, INC.

AMENDMENT (page 2 of 3)

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

STATE OF NEW HAMPSHIRE
NH Department of Business and Economic Affairs

By: 
Taylor Caswell, Commissioner

Southern New Hampshire Services, Inc.

By: 
Donnalee Lozeau, Chief Executive Officer

State of New Hampshire
County of Hillsborough

On this 30th day of October, 2023, before me, Debra Stohrer, the undersigned officer, personally appeared Donnalee Lozeau who acknowledged himself/herself to be the Chief Executive Officer of Southern NH Services, Inc., a corporation, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes contained therein.

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


Notary Public/Justice of the Peace DEBRA D. STOHRER
Notary Public - New Hampshire
My Commission expires My Commission Expires October 7, 2025

Approved as to form, execution and substance:

OFFICE OF THE ATTORNEY GENERAL

By: 
Date: 11/06/2023

SNHS Amendment
WIOA Adult
CFDA: 17.258

Contractor Initials: DL
Date: 10/30/2023

**NEW HAMPSHIRE DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
OFFICE OF WORKFORCE OPPORTUNITY**

**SUBJECT: WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) ADULT PROGRAM CONTRACT
SOUTHERN NEW HAMPSHIRE SERVICES, INC.**

AMENDMENT (page 3 of 3)

I hereby certify that the foregoing contract was approved by the Governor and Council of the State of New Hampshire at their meeting on _____, 2023.

OFFICE OF THE SECRETARY OF STATE

By: _____

Title: _____

SNHS Amendment
WIOA Adult
CFDA: 17.258

Contractor Initials: DL
Date: 10/30/2023

State of New Hampshire

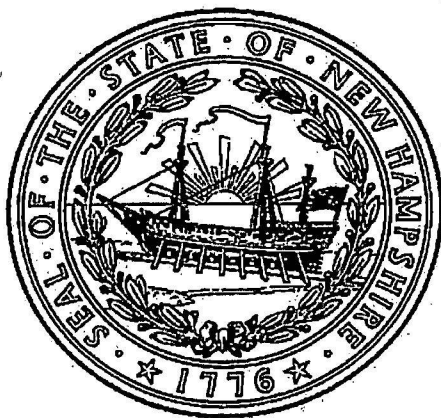
Department of State

CERTIFICATE

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

Business ID: 65506

Certificate Number: 0006209491



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of April A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

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

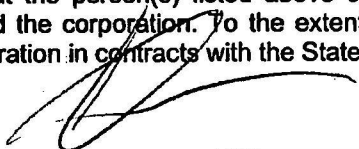
1. I am a duly elected Clerk/Secretary/Officer of Southern New Hampshire Services, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on September 11, 2023, at which a quorum of the Directors/shareholders were present and voting.

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

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

Dated: 10/27/23



Signature of Elected Officer
Name: Orville Kerr
Title: Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/31/2023

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Dianne Soto	
	PHONE (A/C, No., Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: manch.certs@crossagency.com	
INSURED Southern NH Services Inc. P.O. Box 5040 Manchester NH 03108	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Philadelphia Indemnity Ins Co	18058
	INSURER B: Midwest Employers Casualty Corp	23612
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 23-24 All lines SNHS REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2535524	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/>			PHPK2535522	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB857270	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	HCHS20230000534 (3a.) NH	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			PHPK2535524	04/01/2023	04/01/2024	Limit \$1,000,000 Aggregate \$ 2,000,000

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

Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

CANCELLATION

NH Department of Business & Economic Affairs 100 North Main Street Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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SOUTHERN NEW HAMPSHIRE SERVICES
The Community Action Partnership for Hillsborough and Rockingham Counties
Helping People. Changing Lives.

MISSION STATEMENT

Southern New Hampshire Services, Inc. (SNHS) is a private non-profit corporation chartered in the State of New Hampshire, May 21, 1965 to serve as the Community Action Partnership for Hillsborough County in compliance with the Economic Opportunity Act of 1964. From 1965 through 1969, SNHS was known as the Community Action Agency for Hillsborough County and served the City of Nashua and the twenty-nine towns. In 1969 SNHS became the Community Action Partnership for the City of Manchester as well. In 1974 the agency's name was changed to Southern New Hampshire Services, Inc. In July 2011, Rockingham Community Action (RCA), the Community Action Agency serving Rockingham County, was merged with Southern New Hampshire Services. As a result of this merger, SNHS now provides services to residents of the 65 towns and 3 cities in Hillsborough and Rockingham Counties.

The Economic Opportunity Act of 1964 and subsequent federal legislation establishing the Community Services Block Grant define our basic mission. Under these provisions the fundamental mission of SNHS is:

- A. To provide a range of services and activities having a measurable and potentially major impact on causes of poverty in the community or those areas of the community where poverty is a particularly acute problem.
- B. To provide activities designed to assist low-income participants including homeless individuals and families, migrants, and the elderly poor to:
 - 1. Secure and retain meaningful employment
 - 2. Attain an adequate education
 - 3. Make better use of available income
 - 4. Obtain and maintain adequate housing and a suitable living environment
 - 5. Obtain emergency assistance through loans or grants to meet immediate and urgent individual and family needs, including the need for health services, nutritious food, housing, and employment related assistance
 - 6. Remove obstacles and solve problems which block the achievement of self-sufficiency
 - 7. Achieve greater participation in the affairs of the community, and
 - 8. Make more effective use of other programs related to the purposes of the enabling federal legislation.
- C. To provide on an emergency basis for the provision of such supplies and services, nutritious foodstuffs, and related services, as may be necessary to counteract conditions of starvation and malnutrition among the poor.
- D. To coordinate and establish linkages between governmental and other social service programs to assure the effective delivery of such services to low-income individuals.
- E. To encourage the use of entities in the private sector of the community in efforts to ameliorate poverty in the community.

Financial Statements

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
AND AFFILIATES

**COMBINED FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION
FOR THE YEAR ENDED JULY 31, 2022**

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATES

**COMBINED FINANCIAL STATEMENTS
FOR THE YEAR ENDED JULY 31, 2022**

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INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

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

Management is responsible for the accompanying combined financial statements of Southern New Hampshire Services, Inc. and Affiliates, which comprise the combined statement of financial position as of July 31, 2022, and the related combined statements of activities and functional expenses and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the combined financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any assurance on these combined financial statements.

Management has elected to omit substantially all the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the combined financial statements, they might influence the user's conclusions about the companies' financial position, results of operations / changes in net assets, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

The supplementary information contained in Schedules A, B and C is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management. The supplementary information was subject to our compilation engagement. We have not audited or reviewed the supplementary information and do not express an opinion, a conclusion, nor provide any assurance on such information.

*Leone McDonnell & Roberts
Professional Association*

Dover, New Hampshire
February 2, 2023

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATES

COMBINED STATEMENT OF FINANCIAL POSITION

JULY 31, 2022

ASSETS

CURRENT ASSETS

Cash	\$ 12,796,926
Investments	9,696,836
Contracts receivable	4,458,963
Accounts receivable	6,228
Prepaid expenses	309,219

Total current assets 27,268,172

PROPERTY

Land	9,292,319
Buildings and improvements	83,880,879
Vehicles and equipment	2,425,402

Total property 95,598,600

Less accumulated depreciation 40,709,885

Property, net 54,888,715

OTHER ASSETS

Restricted cash	5,986,808
Miscellaneous other assets	1,708

Total other assets 5,988,516

TOTAL ASSETS \$ 88,145,403

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Current portion of long-term debt	\$ 184,795
Accounts payable	1,206,563
Accrued payroll and payroll taxes	1,678,480
Accrued compensated absences	407,125
Accrued other liabilities	767,029
Refundable advances	4,393,188
Over applied overhead	159,745
Tenant security deposits	400,961

Total current liabilities 9,197,886

NONCURRENT LIABILITIES

Long term debt, less current portion	5,122,480
Capital advances	66,428,341

Total noncurrent liabilities 71,550,821

Total liabilities 80,748,707

NET ASSETS

Net assets without donor restrictions 7,396,696

TOTAL LIABILITIES AND NET ASSETS \$ 88,145,403

See Accompanying Independent Accountants' Compilation Report

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATES

COMBINED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JULY 31, 2022

REVENUES AND OTHER SUPPORT

Grant and contract revenue	\$ 131,572,939
Program service fees	256,296
Local funding	162,140
Rental income	9,150,150
Gifts and contributions	375,231
Interest and dividend income	405,225
Unrealized loss on investments	(1,101,886)
Debt Forgiveness	900,000
Loss on sale of equipment	(27,975)
In-kind	992,197
Miscellaneous revenue	<u>286,190</u>

Total revenues and other support 142,970,507

EXPENSES

Program services

SNHS, Inc.	130,202,087
SNHS Management Corporation	2,458,985
Housing Corporations	<u>8,721,887</u>

Total program services 141,382,959

Supporting activities

Management and general	<u>1,977,716</u>
------------------------	------------------

Total expenses 143,360,675

CHANGE IN NET ASSETS (390,168)

NET ASSETS, BEGINNING OF YEAR 7,786,864

NET ASSETS, END OF YEAR \$ 7,396,696

See Accompanying Independent Accountants' Compilation Report

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATES

**COMBINED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JULY 31, 2022**

	<u>SNHS, Inc.</u>	<u>SNHS Management Corporation</u>	<u>Housing Corporations</u>	<u>Total Program Services</u>	<u>Management and General</u>	<u>Total Expenses</u>
EXPENSES						
Payroll	\$ 12,012,193	\$ 680,957	\$ 1,427,683	\$ 14,120,833	\$ 1,258,823	\$ 15,379,656
Payroll taxes	904,370	51,276	115,348	1,070,994	91,302	1,162,296
Fringe benefits	3,106,244	124,330	385,289	3,615,863	172,052	3,787,915
Worker's compensation insurance	155,486	12,763	53,637	221,886	4,964	226,850
Retirement benefits	823,400	51,873	83,056	958,329	123,402	1,081,731
Consultant and contractual	5,092,194	154,643	1,111,492	6,358,329	181,115	6,539,444
Travel and transportation	186,330	43,639	34,261	264,230	6,137	270,367
Conferences and meetings	19,746	36,679	-	56,425	2,276	58,701
Occupancy	1,624,879	653,118	2,249,235	4,527,232	44,863	4,572,095
Advertising	16,995	1,641	2,484	21,120	338	21,458
Supplies	774,790	22,434	38,082	835,306	44,635	879,941
Equipment rentals and maintenance	83,655	10,928	1,198,289	1,292,872	1,052	1,293,924
Insurance	108,245	46,929	206,249	361,423	16,931	378,354
Telephone	280,674	24,285	54,634	359,593	14,673	374,266
Postage	62,955	766	7,516	71,237	11,966	83,203
Printing and publications	23,252	1,477	-	24,729	-	24,729
Subscriptions	1,604	665	30,322	32,591	1,029	33,620
Program support	150,756	73,105	4,456	228,317	-	228,317
Interest	7,811	47,746	121,752	177,309	-	177,309
Depreciation and amortization	271,530	395,803	1,938,890	2,606,223	4,114	2,610,337
Assistance to clients	103,433,099	24,779	-	103,457,878	-	103,457,878
Other expense	372,184	7,175	313,219	692,578	1,539	694,117
Miscellaneous	64,668	66,702	20,545	151,915	209	152,124
In-kind	992,197	-	-	992,197	-	992,197
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Subtotal	\$ 130,569,257	\$ 2,533,713	\$ 9,396,439	\$ 142,499,409	\$ 1,981,420	\$ 144,480,829
Eliminations	<u>(367,170)</u>	<u>(74,728)</u>	<u>(674,552)</u>	<u>(1,116,450)</u>	<u>(3,704)</u>	<u>(1,120,154)</u>
Total expenses	<u>\$ 130,202,087</u>	<u>\$ 2,458,985</u>	<u>\$ 8,721,887</u>	<u>\$ 141,382,959</u>	<u>\$ 1,977,716</u>	<u>\$ 143,360,675</u>

See Accompanying Independent Accountants' Compilation Report

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATES

**COMBINED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JULY 31, 2022**

CASH FLOWS FROM OPERATING ACTIVITIES	
Change in net assets	\$ (390,168)
Adjustments to reconcile changes in net assets to net cash from operating activities:	
Depreciation and amortization	2,610,337
Loss on sale of equipment	27,975
Unrealized loss on investments	1,101,886
Debt forgiveness	(900,000)
Loss on construction	70,044
Decrease (increase) in assets:	
Contracts receivable	(1,000,014)
Accounts receivable	30,043
Prepaid expenses	(16,015)
Increase (decrease) in liabilities:	
Accounts payable	389,561
Accrued payroll and payroll taxes	460,105
Accrued compensated absences	(58,870)
Accrued other liabilities	26,448
Refundable advances	2,967,173
Over applied overhead	(19,931)
Tenant security deposits	10,928
	<u>5,309,502</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES	
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchase of property	(1,103,536)
Proceeds from sale of property	45,428
Purchase of investments	(402,006)
	<u>(1,460,114)</u>
NET CASH USED IN INVESTING ACTIVITIES	
CASH FLOWS FROM FINANCING ACTIVITIES	
Payments on long-term debt	(460,603)
	<u>(460,603)</u>
NET CASH USED IN FINANCING ACTIVITIES	
NET INCREASE IN CASH AND RESTRICTED CASH	3,388,785
CASH AND RESTRICTED CASH, BEGINNING OF YEAR	<u>15,394,949</u>
CASH AND RESTRICTED CASH, END OF YEAR	<u>\$ 18,783,734</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION	
Cash paid during the year for interest	<u>\$ 121,752</u>
CASH AND RESTRICTED CASH	
Cash	\$ 12,796,926
Restricted cash	<u>5,986,808</u>
Total cash and restricted cash	<u>\$ 18,783,734</u>

See Accompanying Independent Accountants' Compilation Report

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATESCOMBINING SCHEDULE OF FINANCIAL POSITION
JULY 31, 2022

	<u>SNHS, Inc.</u>	<u>SNHS Management Corporation</u>	<u>Elimination</u>	<u>SNHS Sub-Total</u>
ASSETS				
CURRENT ASSETS				
Cash	\$ 936,692	\$ 10,504,931	\$ -	\$ 11,441,623
Investments	-	9,696,836	-	9,696,836
Grants receivable	4,456,511	2,452	-	4,458,963
Accounts receivable	-	-	-	-
Prepaid expenses	71,614	57,596	-	129,210
Due from other corporations	6,883,413	(3,514,161)	(2,395,856)	973,396
Total current assets	<u>12,348,230</u>	<u>16,747,654</u>	<u>(2,395,856)</u>	<u>26,700,028</u>
PROPERTY				
Land	646,805	2,928,275	-	3,575,080
Buildings and improvements	2,535,854	11,400,371	-	13,936,225
Vehicles and equipment	1,275,872	194,745	-	1,470,617
Total property	<u>4,458,531</u>	<u>14,523,391</u>	<u>-</u>	<u>18,981,922</u>
Less accumulated depreciation	<u>1,834,900</u>	<u>4,885,157</u>	<u>-</u>	<u>6,720,057</u>
Property, net	<u>2,623,631</u>	<u>9,638,234</u>	<u>-</u>	<u>12,261,865</u>
OTHER ASSETS				
Restricted cash	30,521	481,445	-	511,966
Miscellaneous other assets	-	-	-	-
Total other assets	<u>30,521</u>	<u>481,445</u>	<u>-</u>	<u>511,966</u>
TOTAL ASSETS	<u>\$ 15,002,382</u>	<u>\$ 26,867,333</u>	<u>\$ (2,395,856)</u>	<u>\$ 39,473,859</u>
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Current portion of long-term debt	\$ 19,185	\$ 64,471	\$ -	\$ 83,656
Accounts payable	769,090	245,427	-	1,014,517
Accrued payroll and payroll taxes	258,248	1,387,920	-	1,646,168
Accrued compensated absences	-	407,125	-	407,125
Accrued other liabilities	62,349	-	-	62,349
Refundable advances	4,378,507	12,133	-	4,390,640
Over applied overhead	159,745	-	-	159,745
Tenant security deposits	30,486	65,271	-	95,757
Due to other corporations	2,455,141	(59,285)	(2,395,856)	-
Total current liabilities	<u>8,132,751</u>	<u>2,123,062</u>	<u>(2,395,856)</u>	<u>7,859,957</u>
NONCURRENT LIABILITIES				
Long term debt, less current portion	163,204	1,742,589	-	1,905,793
Capital advances	-	-	-	-
Total noncurrent liabilities	<u>163,204</u>	<u>1,742,589</u>	<u>-</u>	<u>1,905,793</u>
Total liabilities	<u>8,295,955</u>	<u>3,865,651</u>	<u>(2,395,856)</u>	<u>9,765,750</u>
NET ASSETS (DEFICIT)				
Net assets (deficit) without donor restrictions	<u>6,706,427</u>	<u>23,001,682</u>	<u>-</u>	<u>29,708,109</u>
TOTAL LIABILITIES AND NET ASSETS (DEFICIT)	<u>\$ 15,002,382</u>	<u>\$ 26,867,333</u>	<u>\$ (2,395,856)</u>	<u>\$ 39,473,859</u>

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SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATESCOMBINING SCHEDULE OF FINANCIAL POSITION
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	Rural Housing for the Elderly II <u>Landing II</u>	Rural Housing for the <u>Elderly</u>	SNHS Elderly <u>Housing</u>	Sundial Elderly <u>Housing</u>
ASSETS				
CURRENT ASSETS				
Cash	\$ 81,121	\$ 238,540	\$ 39,362	\$ 67,667
Investments	-	-	-	-
Grants receivable	-	-	-	-
Accounts receivable	-	4,147	666	1,415
Prepaid expenses	12,839	13,506	7,166	17,316
Due from other corporations	-	-	-	-
	<u>93,960</u>	<u>256,193</u>	<u>47,194</u>	<u>86,398</u>
Total current assets				
PROPERTY				
Land	16,498	269,667	112,896	342,450
Buildings and improvements	3,335,396	4,314,511	1,194,742	4,094,748
Vehicles and equipment	23,031	275,368	24,588	58,344
Total property	<u>3,374,925</u>	<u>4,859,546</u>	<u>1,332,226</u>	<u>4,495,542</u>
Less accumulated depreciation	<u>1,789,268</u>	<u>3,414,870</u>	<u>890,963</u>	<u>2,638,810</u>
Property, net	<u>1,585,657</u>	<u>1,444,676</u>	<u>441,263</u>	<u>1,856,732</u>
OTHER ASSETS				
Restricted cash	154,371	1,291,450	353,997	326,308
Miscellaneous other assets	-	-	-	-
Total other assets	<u>154,371</u>	<u>1,291,450</u>	<u>353,997</u>	<u>326,308</u>
TOTAL ASSETS	<u>\$ 1,833,988</u>	<u>\$ 2,992,319</u>	<u>\$ 842,454</u>	<u>\$ 2,269,438</u>
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Current portion of long-term debt	\$ -	\$ 74,005	\$ 27,134	\$ -
Accounts payable	9,873	17,954	7,723	10,490
Accrued payroll and payroll taxes	911	3,297	476	2,157
Accrued compensated absences	-	-	-	-
Accrued other liabilities	3,525	348,142	11,704	6,755
Refundable advances	-	2,507	-	41
Over applied overhead	-	-	-	-
Tenant security deposits	18,577	21,985	5,818	31,679
Due to other corporations	56,660	33,520	15,855	46,192
Total current liabilities	<u>89,546</u>	<u>501,410</u>	<u>68,710</u>	<u>97,314</u>
NONCURRENT LIABILITIES				
Long term debt, less current portion	-	1,768,044	998,643	-
Capital advances	3,167,200	-	-	4,081,600
Total noncurrent liabilities	<u>3,167,200</u>	<u>1,768,044</u>	<u>998,643</u>	<u>4,081,600</u>
Total liabilities	<u>3,256,746</u>	<u>2,269,454</u>	<u>1,067,353</u>	<u>4,178,914</u>
NET ASSETS (DEFICIT)				
Net assets (deficit) without donor restrictions	<u>(1,422,758)</u>	<u>722,865</u>	<u>(224,899)</u>	<u>(1,909,476)</u>
TOTAL LIABILITIES AND NET ASSETS (DEFICIT)	<u>\$ 1,833,988</u>	<u>\$ 2,992,319</u>	<u>\$ 842,454</u>	<u>\$ 2,269,438</u>

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SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATESCOMBINING SCHEDULE OF FINANCIAL POSITION
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	SNHS Northwood Elderly Housing	SNHS Elderly Housing, VII	SNHS Elderly Housing, VII	SNHS Elderly Housing, VIIA
ASSETS				
CURRENT ASSETS				
Cash	\$ 35,554	\$ 65,499	\$ 46,416	\$ 56,084
Investments	-	-	-	-
Grants receivable	-	-	-	-
Accounts receivable	-	-	-	-
Prepaid expenses	8,540	6,474	3,291	2,304
Due from other corporations	-	-	-	-
Total current assets	<u>44,094</u>	<u>71,973</u>	<u>49,707</u>	<u>58,388</u>
PROPERTY				
Land	145,491	662,211	570,320	373,643
Buildings and Improvements	3,476,506	4,457,221	2,648,121	2,165,510
Vehicles and equipment	27,734	31,908	23,324	41,562
Total property	<u>3,649,731</u>	<u>5,151,340</u>	<u>3,241,765</u>	<u>2,580,715</u>
Less accumulated depreciation	<u>1,472,613</u>	<u>1,503,511</u>	<u>871,236</u>	<u>611,704</u>
Property, net	<u>2,177,118</u>	<u>3,647,829</u>	<u>2,370,529</u>	<u>1,969,011</u>
OTHER ASSETS				
Restricted cash	141,248	197,236	189,782	91,934
Miscellaneous other assets	-	1,000	708	-
Total other assets	<u>141,248</u>	<u>198,236</u>	<u>190,490</u>	<u>91,934</u>
TOTAL ASSETS	<u>\$ 2,362,460</u>	<u>\$ 3,918,038</u>	<u>\$ 2,610,726</u>	<u>\$ 2,119,333</u>
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Current portion of long-term debt	\$ -	\$ -	\$ -	\$ -
Accounts payable	4,581	5,497	3,475	2,868
Accrued payroll and payroll taxes	1,677	1,301	768	582
Accrued compensated absences	-	-	-	-
Accrued other liabilities	10,038	26,531	74,456	7,426
Refundable advances	-	-	-	-
Over applied overhead	-	-	-	-
Tenant security deposits	14,045	12,999	7,642	6,235
Due to other corporations	61,766	20,420	15,037	13,069
Total current liabilities	<u>92,107</u>	<u>66,748</u>	<u>101,378</u>	<u>30,180</u>
NONCURRENT LIABILITIES				
Long term debt, less current portion	-	-	-	-
Capital advances	3,555,700	5,143,400	3,151,000	2,596,400
Total noncurrent liabilities	<u>3,555,700</u>	<u>5,143,400</u>	<u>3,151,000</u>	<u>2,596,400</u>
Total liabilities	<u>3,647,807</u>	<u>5,210,148</u>	<u>3,252,378</u>	<u>2,626,580</u>
NET ASSETS (DEFICIT)				
Net assets (deficit) without donor restrictions	<u>(1,285,347)</u>	<u>(1,292,110)</u>	<u>(641,652)</u>	<u>(507,247)</u>
TOTAL LIABILITIES AND NET ASSETS (DEFICIT)	<u>\$ 2,362,460</u>	<u>\$ 3,918,038</u>	<u>\$ 2,610,726</u>	<u>\$ 2,119,333</u>

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SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATESCOMBINING SCHEDULE OF FINANCIAL POSITION
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	SNHS Farmington Elderly Housing	SNHS Elderly Housing V	SNHS Elderly Housing II - Roberge	SNHS Elderly Housing III
ASSETS				
CURRENT ASSETS				
Cash	\$ 62,343	\$ 41,338	\$ 34,428	\$ 83,602
Investments	-	-	-	-
Grants receivable	-	-	-	-
Accounts receivable	-	-	-	-
Prepaid expenses	6,815	4,712	7,256	6,901
Due from other corporations	-	-	-	-
Total current assets	<u>69,158</u>	<u>46,050</u>	<u>41,684</u>	<u>90,503</u>
PROPERTY				
Land	302,385	150,000	196,264	314,076
Buildings and improvements	2,749,066	2,810,858	2,546,416	3,467,507
Vehicles and equipment	<u>22,042</u>	<u>4,956</u>	<u>28,817</u>	<u>40,415</u>
Total property	3,073,493	2,965,814	2,771,497	3,821,998
Less accumulated depreciation	<u>1,750,916</u>	<u>1,174,940</u>	<u>1,735,172</u>	<u>2,007,741</u>
Property, net	<u>1,322,577</u>	<u>1,790,874</u>	<u>1,036,325</u>	<u>1,814,257</u>
OTHER ASSETS				
Restricted cash	159,963	106,883	165,215	184,636
Miscellaneous other assets	-	-	-	-
Total other assets	<u>159,963</u>	<u>106,883</u>	<u>165,215</u>	<u>184,636</u>
TOTAL ASSETS	<u>\$ 1,551,698</u>	<u>\$ 1,943,807</u>	<u>\$ 1,243,224</u>	<u>\$ 2,089,396</u>
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Current portion of long-term debt	\$ -	\$ -	\$ -	\$ -
Accounts payable	17,886	7,069	8,236	5,989
Accrued payroll and payroll taxes	1,658	1,253	1,442	1,858
Accrued compensated absences	-	-	-	-
Accrued other liabilities	31,620	14,480	14,126	14,359
Refundable advances	-	-	-	-
Over applied overhead	-	-	-	-
Tenant security deposits	15,625	10,450	15,581	20,964
Due to other corporations	<u>32,213</u>	<u>26,324</u>	<u>38,407</u>	<u>37,170</u>
Total current liabilities	<u>99,002</u>	<u>59,576</u>	<u>77,792</u>	<u>80,340</u>
NONCURRENT LIABILITIES				
Long term debt, less current portion	-	-	-	-
Capital advances	<u>2,827,000</u>	<u>2,948,700</u>	<u>2,485,859</u>	<u>3,522,500</u>
Total noncurrent liabilities	<u>2,827,000</u>	<u>2,948,700</u>	<u>2,485,859</u>	<u>3,522,500</u>
Total liabilities	2,926,002	3,008,276	2,563,651	3,602,840
NET ASSETS (DEFICIT)				
Net assets (deficit) without donor restrictions	<u>(1,374,304)</u>	<u>(1,064,469)</u>	<u>(1,320,427)</u>	<u>(1,513,444)</u>
TOTAL LIABILITIES AND NET ASSETS (DEFICIT)	<u>\$ 1,551,698</u>	<u>\$ 1,943,807</u>	<u>\$ 1,243,224</u>	<u>\$ 2,089,396</u>

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SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATESCOMBINING SCHEDULE OF FINANCIAL POSITION
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	SNHS Elderly Housing II - Chasse	Rural Housing for the Elderly II - Landing I	SNHS Elderly Housing IV	SNHS Raymond Elderly Housing
ASSETS				
CURRENT ASSETS				
Cash	\$ 72,247	\$ 93,309	\$ 32,130	\$ 25,646
Investments	-	-	-	-
Grants receivable	-	-	-	-
Accounts receivable	-	-	-	-
Prepaid expenses	6,655	9,736	13,187	7,231
Due from other corporations	-	-	-	-
	<u>78,902</u>	<u>103,045</u>	<u>45,317</u>	<u>32,877</u>
Total current assets				
PROPERTY				
Land	32,256	21,598	168,777	185,290
Buildings and improvements	3,012,550	2,539,167	4,347,738	1,776,071
Vehicles and equipment	23,819	18,948	27,153	28,534
Total property	<u>3,068,625</u>	<u>2,579,713</u>	<u>4,543,668</u>	<u>1,989,895</u>
Less accumulated depreciation	<u>1,441,676</u>	<u>1,444,544</u>	<u>1,967,194</u>	<u>1,086,913</u>
Property, net	<u>1,626,949</u>	<u>1,135,169</u>	<u>2,576,474</u>	<u>902,982</u>
OTHER ASSETS				
Restricted cash	108,289	195,920	78,708	211,254
Miscellaneous other assets	-	-	-	-
Total other assets	<u>108,289</u>	<u>195,920</u>	<u>78,708</u>	<u>211,254</u>
TOTAL ASSETS	\$ 1,814,140	\$ 1,434,134	\$ 2,700,499	\$ 1,147,113
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Current portion of long-term debt	\$ -	\$ -	\$ -	\$ -
Accounts payable	21,090	7,929	8,650	3,684
Accrued payroll and payroll taxes	1,765	783	1,917	1,287
Accrued compensated absences	-	-	-	-
Accrued other liabilities	14,438	3,529	5,335	7,743
Refundable advances	-	-	-	-
Over applied overhead	-	-	-	-
Tenant security deposits	16,403	14,108	17,186	8,653
Due to other corporations	<u>37,447</u>	<u>44,850</u>	<u>53,920</u>	<u>94,853</u>
Total current liabilities	<u>91,143</u>	<u>71,199</u>	<u>87,008</u>	<u>116,220</u>
NONCURRENT LIABILITIES				
Long term debt, less current portion	-	-	-	-
Capital advances	<u>2,966,900</u>	<u>2,337,800</u>	<u>4,412,500</u>	<u>1,773,900</u>
Total noncurrent liabilities	<u>2,966,900</u>	<u>2,337,800</u>	<u>4,412,500</u>	<u>1,773,900</u>
Total liabilities	3,058,043	2,408,999	4,499,508	1,890,120
NET ASSETS (DEFICIT)				
Net assets (deficit) without donor restrictions	<u>(1,243,903)</u>	<u>(974,865)</u>	<u>(1,799,009)</u>	<u>(743,007)</u>
TOTAL LIABILITIES AND NET ASSETS (DEFICIT)	\$ 1,814,140	\$ 1,434,134	\$ 2,700,499	\$ 1,147,113

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	SNHS Pittsburg Elderly Housing	SNHS North Berwick Elderly Housing	SNHS Greenfield Elderly Housing	SNHS Ashland Elderly Housing
ASSETS				
CURRENT ASSETS				
Cash	\$ 29,500	\$ 36,701	\$ 27,262	\$ 34,783
Investments	-	-	-	-
Grants receivable	-	-	-	-
Accounts receivable	-	-	-	-
Prepaid expenses	3,600	6,953	5,218	8,660
Due from other corporations	-	-	-	-
Total current assets	<u>33,100</u>	<u>43,654</u>	<u>32,480</u>	<u>43,443</u>
PROPERTY				
Land	23,269	142,379	98,857	295,000
Buildings and improvements	1,846,803	2,016,766	1,994,386	3,053,258
Vehicles and equipment	10,819	35,339	26,382	41,482
Total property	<u>1,880,891</u>	<u>2,194,484</u>	<u>2,119,625</u>	<u>3,389,740</u>
Less accumulated depreciation	<u>1,001,215</u>	<u>1,143,413</u>	<u>1,070,237</u>	<u>1,182,672</u>
Property, net	<u>679,676</u>	<u>1,051,071</u>	<u>1,049,388</u>	<u>2,207,068</u>
OTHER ASSETS				
Restricted cash	142,478	194,811	237,523	354,138
Miscellaneous other assets	-	-	-	-
Total other assets	<u>142,478</u>	<u>194,811</u>	<u>237,523</u>	<u>354,138</u>
TOTAL ASSETS	<u>\$ 855,254</u>	<u>\$ 1,289,536</u>	<u>\$ 1,319,391</u>	<u>\$ 2,604,649</u>
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Current portion of long-term debt	\$ -	\$ -	\$ -	\$ -
Accounts payable	6,385	8,080	4,412	5,667
Accrued payroll and payroll taxes	1,662	1,257	1,041	1,132
Accrued compensated absences	-	-	-	-
Accrued other liabilities	9,114	3,439	12,670	10,213
Refundable advances	-	-	-	-
Over applied overhead	-	-	-	-
Tenant security deposits	7,810	9,574	7,055	10,004
Due to other corporations	96,328	66,557	30,711	19,192
Total current liabilities	<u>121,299</u>	<u>88,907</u>	<u>55,889</u>	<u>46,208</u>
NONCURRENT LIABILITIES				
Long term debt, less current portion	-	-	450,000	-
Capital advances	1,481,082	2,016,800	1,545,300	3,426,100
Total noncurrent liabilities	<u>1,481,082</u>	<u>2,016,800</u>	<u>1,995,300</u>	<u>3,426,100</u>
Total liabilities	1,602,381	2,105,707	2,051,189	3,472,308
NET ASSETS (DEFICIT)				
Net assets (deficit) without donor restrictions	<u>(747,127)</u>	<u>(816,171)</u>	<u>(731,798)</u>	<u>(867,659)</u>
TOTAL LIABILITIES AND NET ASSETS (DEFICIT)	<u>\$ 855,254</u>	<u>\$ 1,289,536</u>	<u>\$ 1,319,391</u>	<u>\$ 2,604,649</u>

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SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATESCOMBINING SCHEDULE OF FINANCIAL POSITION
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	<u>SNHS Elderly Housing VI</u>	<u>SNHS Elderly Housing VIII</u>	<u>SNHS Elderly Housing IX</u>	<u>SNHS Elderly Housing X</u>
ASSETS				
CURRENT ASSETS				
Cash	\$ 21,617	\$ 36,818	\$ 35,439	\$ 16,069
Investments	-	-	-	-
Grants receivable	-	-	-	-
Accounts receivable	-	-	-	-
Prepaid expenses	4,105	5,699	3,428	4,004
Due from other corporations	-	-	-	-
	<u>25,722</u>	<u>42,517</u>	<u>38,867</u>	<u>20,073</u>
Total current assets				
PROPERTY				
Land	325,131	294,973	171,394	150,000
Buildings and improvements	2,571,210	2,260,199	2,346,597	2,347,246
Vehicles and equipment	32,038	19,078	16,920	23,554
Total property	<u>2,928,379</u>	<u>2,574,250</u>	<u>2,534,911</u>	<u>2,520,800</u>
Less accumulated depreciation	<u>992,491</u>	<u>624,576</u>	<u>714,541</u>	<u>686,184</u>
Property, net	<u>1,935,888</u>	<u>1,949,674</u>	<u>1,820,370</u>	<u>1,834,616</u>
OTHER ASSETS				
Restricted cash	86,603	79,681	115,175	143,919
Miscellaneous other assets	-	-	-	-
Total other assets	<u>86,603</u>	<u>79,681</u>	<u>115,175</u>	<u>143,919</u>
TOTAL ASSETS	<u>\$ 2,048,213</u>	<u>\$ 2,071,872</u>	<u>\$ 1,974,412</u>	<u>\$ 1,998,608</u>
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Current portion of long-term debt	\$ -	\$ -	\$ -	\$ -
Accounts payable	5,554	2,027	2,896	10,709
Accrued payroll and payroll taxes	772	450	450	666
Accrued compensated absences	-	-	-	-
Accrued other liabilities	21,970	8,536	8,997	8,344
Refundable advances	-	-	-	-
Over applied overhead	-	-	-	-
Tenant security deposits	7,026	6,001	6,532	5,876
Due to other corporations	<u>41,568</u>	<u>17,162</u>	<u>17,145</u>	<u>19,719</u>
Total current liabilities	<u>76,890</u>	<u>34,176</u>	<u>36,020</u>	<u>45,314</u>
NONCURRENT LIABILITIES				
Long term debt, less current portion	-	-	-	-
Capital advances	<u>2,711,900</u>	<u>2,352,500</u>	<u>2,341,700</u>	<u>2,351,200</u>
Total noncurrent liabilities	<u>2,711,900</u>	<u>2,352,500</u>	<u>2,341,700</u>	<u>2,351,200</u>
Total liabilities	2,788,790	2,386,676	2,377,720	2,396,514
NET ASSETS (DEFICIT)				
Net assets (deficit) without donor restrictions	<u>(740,577)</u>	<u>(314,804)</u>	<u>(403,308)</u>	<u>(397,906)</u>
TOTAL LIABILITIES AND NET ASSETS (DEFICIT)	<u>\$ 2,048,213</u>	<u>\$ 2,071,872</u>	<u>\$ 1,974,412</u>	<u>\$ 1,998,608</u>

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SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATESCOMBINING SCHEDULE OF FINANCIAL POSITION
JULY 31, 2022

	<u>SNHS Elderly Housing XI</u>	<u>Sub-Total</u>	<u>Elimination</u>	<u>Totals</u>
ASSETS				
CURRENT ASSETS				
Cash	\$ 41,828	\$ 12,796,926	\$ -	\$ 12,796,926
Investments	-	9,696,836	-	9,696,836
Grants receivable	-	4,458,963	-	4,458,963
Accounts receivable	-	6,228	-	6,228
Prepaid expenses	4,413	309,219	-	309,219
Due from other corporations	-	973,396	(973,396)	-
	<u>46,241</u>	<u>28,241,568</u>	<u>(973,396)</u>	<u>27,268,172</u>
Total current assets				
PROPERTY				
Land	352,414	9,292,319	-	9,292,319
Buildings and Improvements	2,772,061	83,880,879	-	83,880,879
Vehicles and equipment	48,630	2,425,402	-	2,425,402
Total property	3,173,105	95,598,600	-	95,598,600
Less accumulated depreciation	<u>772,428</u>	<u>40,709,885</u>	<u>-</u>	<u>40,709,885</u>
Property, net	<u>2,400,677</u>	<u>54,888,715</u>	<u>-</u>	<u>54,888,715</u>
OTHER ASSETS				
Restricted cash	163,320	5,986,808	-	5,986,808
Miscellaneous other assets	-	1,708	-	1,708
Total other assets	<u>163,320</u>	<u>5,988,516</u>	<u>-</u>	<u>5,988,516</u>
TOTAL ASSETS	<u>\$ 2,610,238</u>	<u>\$ 89,118,799</u>	<u>\$ (973,396)</u>	<u>\$ 88,145,403</u>
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Current portion of long-term debt	\$ -	\$ 184,795	\$ -	\$ 184,795
Accounts payable	3,322	1,206,563	-	1,206,563
Accrued payroll and payroll taxes	1,750	1,678,480	-	1,678,480
Accrued compensated absences	-	407,125	-	407,125
Accrued other liabilities	27,190	767,029	-	767,029
Refundable advances	-	4,393,188	-	4,393,188
Over applied overhead	-	159,745	-	159,745
Tenant security deposits	7,376	400,961	-	400,961
Due to other corporations	37,311	973,396	(973,396)	-
Total current liabilities	<u>76,949</u>	<u>10,171,282</u>	<u>(973,396)</u>	<u>9,197,886</u>
NONCURRENT LIABILITIES				
Long term debt, less current portion	-	5,122,480	-	5,122,480
Capital advances	3,231,300	66,428,341	-	66,428,341
Total noncurrent liabilities	<u>3,231,300</u>	<u>71,550,821</u>	<u>-</u>	<u>71,550,821</u>
Total liabilities	3,308,249	81,722,103	(973,396)	80,748,707
NET ASSETS (DEFICIT)				
Net assets (deficit) without donor restrictions	<u>(698,011)</u>	<u>7,396,696</u>	<u>-</u>	<u>7,396,696</u>
TOTAL LIABILITIES AND NET ASSETS (DEFICIT)	<u>\$ 2,610,238</u>	<u>\$ 89,118,799</u>	<u>\$ (973,396)</u>	<u>\$ 88,145,403</u>

See Accompanying Independent Accountants' Compilation Report

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATES**COMBINING SCHEDULE OF ACTIVITIES
FOR THE YEAR ENDED JULY 31, 2022**

	<u>SNHS, Inc.</u>	<u>SNHS Management Corporation</u>	<u>Elimination</u>	<u>SNHS Sub-Total</u>
REVENUES AND OTHER SUPPORT				
Grant and contract revenue	\$ 131,572,939	\$ -	\$ -	\$ 131,572,939
Program service fees	304,206	850,507	(223,865)	930,848
Local funding	-	162,140	-	162,140
Rental income	-	1,470,525	(221,737)	1,248,788
Gifts and contributions	269,675	105,556	-	375,231
Interest and dividend income	95	403,135	-	403,230
Unrealized loss on investments	-	(1,101,886)	-	(1,101,886)
Debt Forgiveness	-	900,000	-	900,000
Gain (loss) on sale of equipment	(2,813)	11,358	-	8,545
In-kind	992,197	-	-	992,197
Miscellaneous revenue	132,760	29,669	-	162,429
	<u>133,269,059</u>	<u>2,831,004</u>	<u>(445,602)</u>	<u>135,654,461</u>
Total revenues and other support				
EXPENSES				
Program services				
SNHS, Inc	130,569,257	-	(367,170)	130,202,087
SNHS Management Corporation	-	2,533,713	(74,728)	2,458,985
Housing Corporations	-	-	-	-
	<u>130,569,257</u>	<u>2,533,713</u>	<u>(441,898)</u>	<u>132,661,072</u>
Total program services				
Supporting services				
Management and general	1,981,420	-	(3,704)	1,977,716
	<u>132,550,677</u>	<u>2,533,713</u>	<u>(445,602)</u>	<u>134,638,788</u>
Total expenses				
CHANGE IN NET ASSETS (DEFICIT)	718,382	297,291	-	1,015,673
NET ASSETS (DEFICIT), BEGINNING OF YEAR	<u>5,988,045</u>	<u>22,704,391</u>	<u>-</u>	<u>28,692,436</u>
NET ASSETS (DEFICIT), END OF YEAR	<u>\$ 6,706,427</u>	<u>\$ 23,001,682</u>	<u>\$ -</u>	<u>\$ 29,708,109</u>

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SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATES**COMBINING SCHEDULE OF ACTIVITIES
FOR THE YEAR ENDED JULY 31, 2022**

	Rural Housing for the Elderly II Landing II	Rural Housing for the Elderly	SNHS Elderly Housing	Sundial Elderly Housing
REVENUES AND OTHER SUPPORT				
Grant and contract revenue	\$ -	\$ -	\$ -	\$ -
Program service fees	-	-	-	-
Local funding	-	-	-	-
Rental income	352,703	1,039,651	316,012	565,763
Gifts and contributions	-	-	-	-
Interest and dividend income	31	495	106	50
Unrealized loss on investments	-	-	-	-
Debt Forgiveness	-	-	-	-
Gain (loss) on sale of equipment	-	-	-	-
In-kind	-	-	-	-
Miscellaneous revenue	<u>6,360</u>	<u>23,145</u>	<u>1,535</u>	<u>5,915</u>
Total revenues and other support	<u>359,094</u>	<u>1,063,291</u>	<u>317,653</u>	<u>571,728</u>
EXPENSES				
Program services				
SNHS, Inc	-	-	-	-
SNHS Management Corporation Housing Corporations	<u>427,601</u>	<u>875,279</u>	<u>304,595</u>	<u>664,265</u>
Total program services	427,601	875,279	304,595	664,265
Supporting services				
Management and general	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenses	<u>427,601</u>	<u>875,279</u>	<u>304,595</u>	<u>664,265</u>
CHANGE IN NET ASSETS (DEFICIT)	(68,507)	188,012	13,058	(92,537)
NET ASSETS (DEFICIT), BEGINNING OF YEAR	<u>(1,354,251)</u>	<u>534,853</u>	<u>(237,957)</u>	<u>(1,816,939)</u>
NET ASSETS (DEFICIT), END OF YEAR	<u>\$ (1,422,758)</u>	<u>\$ 722,865</u>	<u>\$ (224,899)</u>	<u>\$ (1,909,476)</u>

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SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATES**COMBINING SCHEDULE OF ACTIVITIES
FOR THE YEAR ENDED JULY 31, 2022**

	SNHS Northwood Elderly Housing	SNHS Elderly Housing, VII	SNHS Elderly Housing, VII	SNHS Elderly Housing, VIIA
REVENUES AND OTHER SUPPORT				
Grant and contract revenue	\$ -	\$ -	\$ -	\$ -
Program service fees	-	-	-	-
Local funding	-	-	-	-
Rental income	268,793	277,424	198,649	171,561
Gifts and contributions	-	-	-	-
Interest and dividend income	80	129	107	91
Unrealized loss on investments	-	-	-	-
Debt Forgiveness	-	-	-	-
Gain (loss) on sale of equipment In-kind	(6,199)	-	-	-
Miscellaneous revenue	3,455	5,695	2,496	2,005
Total revenues and other support	<u>266,129</u>	<u>283,248</u>	<u>201,252</u>	<u>173,657</u>
EXPENSES				
Program services				
SNHS, Inc	-	-	-	-
SNHS Management Corporation Housing Corporations	391,418	352,706	300,197	258,452
Total program services	391,418	352,706	300,197	258,452
Supporting services				
Management and general	-	-	-	-
Total expenses	<u>391,418</u>	<u>352,706</u>	<u>300,197</u>	<u>258,452</u>
CHANGE IN NET ASSETS (DEFICIT)	(125,289)	(69,458)	(98,945)	(84,795)
NET ASSETS (DEFICIT), BEGINNING OF YEAR	<u>(1,160,058)</u>	<u>(1,222,652)</u>	<u>(542,707)</u>	<u>(422,452)</u>
NET ASSETS (DEFICIT), END OF YEAR	<u>\$ (1,285,347)</u>	<u>\$ (1,292,110)</u>	<u>\$ (641,652)</u>	<u>\$ (507,247)</u>

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SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATES**COMBINING SCHEDULE OF ACTIVITIES**
FOR THE YEAR ENDED JULY 31, 2022

	SNHS Farmington <u>Elderly Housing</u>	SNHS Elderly Housing V	SNHS Elderly Housing II - Roberge	SNHS Elderly Housing III
REVENUES AND OTHER SUPPORT				
Grant and contract revenue	\$ -	\$ -	\$ -	\$ -
Program service fees	-	-	-	-
Local funding	-	-	-	-
Rental income	344,702	250,456	375,000	475,240
Gifts and contributions	-	-	-	-
Interest and dividend income	29	71	25	28
Unrealized loss on investments	-	-	-	-
Debt Forgiveness	-	-	-	-
Gain (loss) on sale of equipment	-	-	(10,045)	(8,398)
In-kind	-	-	-	-
Miscellaneous revenue	3,992	4,311	4,527	5,165
	<u>348,723</u>	<u>254,838</u>	<u>369,507</u>	<u>472,035</u>
Total revenues and other support				
EXPENSES				
Program services				
SNHS, Inc	-	-	-	-
SNHS Management Corporation	-	-	-	-
Housing Corporations	408,270	318,693	415,139	509,768
	<u>408,270</u>	<u>318,693</u>	<u>415,139</u>	<u>509,768</u>
Total program services				
Supporting services				
Management and general	-	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenses				
	<u>408,270</u>	<u>318,693</u>	<u>415,139</u>	<u>509,768</u>
CHANGE IN NET ASSETS (DEFICIT)	(59,547)	(63,855)	(45,632)	(37,733)
NET ASSETS (DEFICIT), BEGINNING OF YEAR	<u>(1,314,757)</u>	<u>(1,000,614)</u>	<u>(1,274,795)</u>	<u>(1,475,711)</u>
NET ASSETS (DEFICIT), END OF YEAR	<u>\$ (1,374,304)</u>	<u>\$ (1,064,469)</u>	<u>\$ (1,320,427)</u>	<u>\$ (1,513,444)</u>

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SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATESCOMBINING SCHEDULE OF ACTIVITIES
FOR THE YEAR ENDED JULY 31, 2022

	SNHS Elderly Housing II - <u>Chasse</u>	Rural Housing for the Elderly II <u>- Landing I</u>	SNHS Elderly Housing IV	SNHS Raymond Elderly Housing
REVENUES AND OTHER SUPPORT				
Grant and contract revenue	\$ -	\$ -	\$ -	\$ -
Program service fees	-	-	-	-
Local funding	-	-	-	-
Rental income	364,460	307,975	362,544	255,121
Gifts and contributions	-	-	-	-
Interest and dividend income	75	43	59	29
Unrealized loss on investments	-	-	-	-
Debt Forgiveness	-	-	-	-
Gain (loss) on sale of equipment	(3,109)	-	-	-
In-kind	-	-	-	-
Miscellaneous revenue	3,933	3,500	4,435	3,275
	<u>365,359</u>	<u>311,518</u>	<u>367,038</u>	<u>258,425</u>
Total revenues and other support				
EXPENSES				
Program services				
SNHS, Inc	-	-	-	-
SNHS Management Corporation	-	-	-	-
Housing Corporations	407,564	373,141	507,779	303,039
	<u>407,564</u>	<u>373,141</u>	<u>507,779</u>	<u>303,039</u>
Total program services				
Supporting services				
Management and general	-	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenses	<u>407,564</u>	<u>373,141</u>	<u>507,779</u>	<u>303,039</u>
CHANGE IN NET ASSETS (DEFICIT)	(42,205)	(61,623)	(140,741)	(44,614)
NET ASSETS (DEFICIT), BEGINNING OF YEAR	<u>(1,201,698)</u>	<u>(913,242)</u>	<u>(1,658,268)</u>	<u>(698,393)</u>
NET ASSETS (DEFICIT), END OF YEAR	<u>\$ (1,243,903)</u>	<u>\$ (974,865)</u>	<u>\$ (1,799,009)</u>	<u>\$ (743,007)</u>

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SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATES**COMBINING SCHEDULE OF ACTIVITIES
FOR THE YEAR ENDED JULY 31, 2022**

	SNHS Pittsburg Elderly <u>Housing</u>	SNHS North Berwick Elderly <u>Housing</u>	SNHS Greenfield Elderly Housing	SNHS Ashland Elderly Housing
REVENUES AND OTHER SUPPORT				
Grant and contract revenue	\$ -	\$ -	\$ -	\$ -
Program service fees	-	-	-	-
Local funding	-	-	-	-
Rental income	282,975	269,661	253,245	243,940
Gifts and contributions	-	-	-	-
Interest and dividend income	27	41	50	57
Unrealized loss on investments	-	-	-	-
Debt Forgiveness	-	-	-	-
Gain (loss) on sale of equipment In-kind	-	(8,278)	(491)	-
Miscellaneous revenue	20,302	2,560	2,255	2,818
Total revenues and other support	<u>303,304</u>	<u>263,984</u>	<u>255,059</u>	<u>246,815</u>
EXPENSES				
Program services				
SNHS, Inc	-	-	-	-
SNHS Management Corporation Housing Corporations	320,221	356,508	299,531	313,407
Total program services	320,221	356,508	299,531	313,407
Supporting services				
Management and general	-	-	-	-
Total expenses	<u>320,221</u>	<u>356,508</u>	<u>299,531</u>	<u>313,407</u>
CHANGE IN NET ASSETS (DEFICIT)	(16,917)	(92,524)	(44,472)	(66,592)
NET ASSETS (DEFICIT), BEGINNING OF YEAR	<u>(730,210)</u>	<u>(723,647)</u>	<u>(687,326)</u>	<u>(801,067)</u>
NET ASSETS (DEFICIT), END OF YEAR	<u>\$ (747,127)</u>	<u>\$ (816,171)</u>	<u>\$ (731,798)</u>	<u>\$ (867,659)</u>

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SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATESCOMBINING SCHEDULE OF ACTIVITIES
FOR THE YEAR ENDED JULY 31, 2022

	<u>SNHS Elderly Housing VI</u>	<u>SNHS Elderly Housing VIII</u>	<u>SNHS Elderly Housing IX</u>	<u>SNHS Elderly Housing X</u>
REVENUES AND OTHER SUPPORT				
Grant and contract revenue	\$ -	\$ -	\$ -	\$ -
Program service fees	-	-	-	-
Local funding	-	-	-	-
Rental income	188,578	163,635	171,947	178,640
Gifts and contributions	-	-	-	-
Interest and dividend income	54	53	70	78
Unrealized loss on investments	-	-	-	-
Debt Forgiveness	-	-	-	-
Gain (loss) on sale of equipment	-	-	-	-
In-kind	-	-	-	-
Miscellaneous revenue	<u>2,961</u>	<u>2,609</u>	<u>1,955</u>	<u>2,062</u>
Total revenues and other support	<u>191,593</u>	<u>166,297</u>	<u>173,972</u>	<u>180,780</u>
EXPENSES				
Program services				
SNHS, Inc	-	-	-	-
SNHS Management Corporation	-	-	-	-
Housing Corporations	<u>284,505</u>	<u>207,778</u>	<u>224,995</u>	<u>233,821</u>
Total program services	284,505	207,778	224,995	233,821
Supporting services				
Management and general	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenses	<u>284,505</u>	<u>207,778</u>	<u>224,995</u>	<u>233,821</u>
CHANGE IN NET ASSETS (DEFICIT)	(92,912)	(41,481)	(51,023)	(53,041)
NET ASSETS (DEFICIT), BEGINNING OF YEAR	<u>(647,665)</u>	<u>(273,323)</u>	<u>(352,285)</u>	<u>(344,865)</u>
NET ASSETS (DEFICIT), END OF YEAR	<u>\$ (740,577)</u>	<u>\$ (314,804)</u>	<u>\$ (403,308)</u>	<u>\$ (397,906)</u>

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SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATES**COMBINING SCHEDULE OF ACTIVITIES
FOR THE YEAR ENDED JULY 31, 2022**

	SNHS Elderly Housing XI	Sub-Total	Elimination	Totals
REVENUES AND OTHER SUPPORT				
Grant and contract revenue	\$ -	\$ 131,572,939	\$ -	\$ 131,572,939
Program service fees	-	930,848	(674,552)	256,296
Local funding	-	162,140	-	162,140
Rental income	222,687	9,150,150	-	9,150,150
Gifts and contributions	-	375,231	-	375,231
Interest and dividend income	117	405,225	-	405,225
Unrealized loss on investments	-	(1,101,886)	-	(1,101,886)
Debt Forgiveness	-	900,000	-	900,000
Gain (loss) on sale of equipment	-	(27,975)	-	(27,975)
In-kind	-	992,197	-	992,197
Miscellaneous revenue	2,495	286,190	-	286,190
	<u>225,299</u>	<u>143,645,059</u>	<u>(674,552)</u>	<u>142,970,507</u>
Total revenues and other support				
EXPENSES				
Program services				
SNHS, Inc	-	130,202,087	-	130,202,087
SNHS Management Corporation	-	2,458,985	-	2,458,985
Housing Corporations	337,767	9,396,439	(674,552)	8,721,887
	<u>337,767</u>	<u>142,057,511</u>	<u>(674,552)</u>	<u>141,382,959</u>
Supporting services				
Management and general	-	1,977,716	-	1,977,716
	<u>337,767</u>	<u>144,035,227</u>	<u>(674,552)</u>	<u>143,360,675</u>
Total expenses				
CHANGE IN NET ASSETS (DEFICIT)	(112,468)	(390,168)	-	(390,168)
NET ASSETS (DEFICIT), BEGINNING OF YEAR	(585,543)	7,786,864	-	7,786,864
NET ASSETS (DEFICIT), END OF YEAR	<u>\$ (698,011)</u>	<u>\$ 7,396,696</u>	<u>\$ -</u>	<u>\$ 7,396,696</u>

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SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATES**COMBINING SCHEDULE OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JULY 31, 2022**

	<u>Rural Housing for the Elderly II Landing II</u>	<u>Rural Housing for the Elderly</u>	<u>SNHS Elderly Housing</u>	<u>Sundial Elderly Housing</u>	<u>SNHS Northwood Elderly Housing</u>	<u>SNHS Elderly Housing, VII</u>	<u>SNHS Elderly Housing, VII</u>
EXPENSES							
Payroll	\$ 43,953	\$ 132,023	\$ 41,790	\$ 91,928	\$ 69,703	\$ 36,662	\$ 31,987
Payroll taxes	3,507	10,826	3,497	7,636	5,642	3,034	2,659
Fringe benefits	13,595	16,717	11,716	17,776	11,540	6,854	5,917
Worker's compensation insurance	1,726	4,441	1,256	3,582	2,720	1,426	1,215
Retirement benefits	-	3,931	2,210	4,006	3,067	1,601	1,472
Consultant and contractual	56,555	108,378	36,031	86,345	59,288	56,237	36,981
Travel and transportation	148	2,098	529	1,265	3,685	725	477
Occupancy	112,655	239,915	61,757	181,634	63,246	72,524	52,995
Advertising	71	427	-	171	13	50	-
Supplies	4,503	4,294	532	7,773	3,001	912	286
Equipment rentals and maintenance	68,505	103,260	40,540	95,814	58,371	37,747	30,357
Insurance	9,579	29,208	10,395	15,218	9,439	7,487	3,538
Telephone	2,299	3,073	559	3,269	2,072	1,035	670
Postage	769	373	312	725	305	138	72
Subscriptions	1,588	2,155	822	2,155	1,274	1,397	822
Program support	-	1,866	-	1,174	252	-	-
Interest	-	76,741	45,011	-	-	-	-
Depreciation and amortization	89,632	91,656	46,014	113,353	97,580	117,453	76,322
Other expense	18,516	25,661	1,468	30,334	220	7,424	54,427
Miscellaneous	-	18,236	156	107	-	-	-
Total expenses	\$ 427,601	\$ 875,279	\$ 304,595	\$ 664,265	\$ 391,418	\$ 352,706	\$ 300,197

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SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATES**COMBINING SCHEDULE OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JULY 31, 2022**

	<u>SNHS Elderly Housing, VIIA</u>	<u>SNHS Farmington Elderly Housing</u>	<u>SNHS Elderly Housing V</u>	<u>SNHS Elderly Housing II - Roberge</u>	<u>SNHS Elderly Housing III</u>	<u>SNHS Elderly Housing II - Chasse</u>	<u>Rural Housing for the Elderly II - Landing I</u>
EXPENSES							
Payroll	\$ 31,105	\$ 64,182	\$ 57,030	\$ 75,711	\$ 94,256	\$ 64,989	\$ 35,872
Payroll taxes	2,590	5,479	4,266	6,052	7,513	5,240	2,853
Fringe benefits	5,645	8,326	20,490	23,614	27,887	19,303	11,041
Worker's compensation insurance	1,175	2,352	2,267	2,904	3,587	2,448	1,426
Retirement benefits	1,442	6,526	5,758	6,134	7,679	4,123	-
Consultant and contractual	26,486	54,055	34,933	47,374	61,813	45,301	43,999
Travel and transportation	397	115	613	1,082	1,281	700	130
Occupancy	43,025	100,892	72,350	104,079	127,129	111,749	104,083
Advertising	-	-	-	298	223	223	71
Supplies	179	951	404	621	541	1,118	1,191
Equipment rentals and maintenance	18,866	60,883	45,144	52,009	57,931	59,941	52,686
Insurance	2,765	8,814	6,122	10,183	11,734	10,257	7,728
Telephone	581	1,613	1,690	1,541	1,313	1,511	2,508
Postage	59	93	151	443	558	511	194
Subscriptions	688	1,416	1,151	1,519	1,899	1,450	1,244
Program support	-	-	-	-	299	-	-
Interest	-	-	-	-	-	-	-
Depreciation and amortization	67,665	72,656	71,658	77,590	103,887	78,530	67,641
Other expense	55,784	19,059	(5,334)	3,971	231	170	40,467
Miscellaneous	-	858	-	14	7	-	7
Total expenses	<u>\$ 258,452</u>	<u>\$ 408,270</u>	<u>\$ 318,693</u>	<u>\$ 415,139</u>	<u>\$ 509,768</u>	<u>\$ 407,564</u>	<u>\$ 373,141</u>

See Accompanying Independent Accountants' Compilation Report

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATES**COMBINING SCHEDULE OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JULY 31, 2022**

EXPENSES	SNHS Elderly Housing IV	SNHS Raymond Elderly Housing	SNHS Pittsburg Elderly Housing	SNHS North Berwick Elderly Housing	SNHS Greenfield Elderly Housing	SNHS Ashland Elderly Housing	SNHS Elderly Housing VI
Payroll	\$ 82,504	\$ 57,852	\$ 67,497	\$ 62,526	\$ 43,014	\$ 55,302	\$ 37,580
Payroll taxes	6,140	4,748	5,412	5,013	3,682	4,405	2,990
Fringe benefits	31,767	15,133	26,488	20,071	12,659	17,872	12,154
Worker's compensation insurance	2,906	2,152	2,570	2,551	1,953	1,991	1,363
Retirement benefits	5,599	5,828	5,479	2,719	1,241	3,196	2,197
Consultant and contractual	61,412	37,314	27,110	39,279	30,414	34,735	29,533
Travel and transportation	752	1,259	2,657	1,220	948	4,296	2,954
Occupancy	113,238	70,848	77,030	82,513	85,100	73,156	68,936
Advertising	71	75	-	223	-	128	78
Supplies	4,898	215	507	732	409	774	746
Equipment rentals and maintenance	60,233	38,707	54,661	72,445	43,784	24,169	33,597
Insurance	14,988	5,553	5,248	84	6,499	8,196	4,896
Telephone	2,701	2,820	2,678	3,267	3,384	2,325	2,355
Postage	494	379	273	419	210	159	175
Subscriptions	1,485	1,236	986	1,232	986	1,151	780
Program support	125	-	-	-	-	362	63
Interest	-	-	-	-	-	-	-
Depreciation and amortization	118,343	48,246	41,388	61,991	54,009	81,082	74,003
Other expense	123	10,332	237	223	10,421	108	10,105
Miscellaneous	-	342	-	-	818	-	-
Total expenses	\$ 507,779	\$ 303,039	\$ 320,221	\$ 356,508	\$ 299,531	\$ 313,407	\$ 284,505

See Accompanying Independent Accountants' Compilation Report

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATES**COMBINING SCHEDULE OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JULY 31, 2022**

	SNHS Elderly Housing VIII	SNHS Elderly Housing IX	SNHS Elderly Housing X	SNHS Elderly Housing XI	Total Housing Corporations
EXPENSES					
Payroll	\$ 28,370	\$ 23,768	\$ 29,420	\$ 68,659	\$ 1,427,683
Payroll taxes	2,324	1,956	2,413	5,471	115,348
Fringe benefits	9,022	8,010	9,708	21,984	385,289
Worker's compensation insurance	1,069	832	1,113	2,612	53,637
Retirement benefits	1,399	1,399	1,941	4,109	83,056
Consultant and contractual	20,440	29,847	24,442	23,190	1,111,492
Travel and transportation	1,515	1,320	2,019	2,076	34,261
Occupancy	52,371	59,342	58,721	59,947	2,249,235
Advertising	103	78	78	103	2,484
Supplies	564	221	180	2,530	38,082
Equipment rentals and maintenance	18,064	18,513	24,645	27,417	1,198,289
Insurance	4,622	3,865	4,164	5,667	206,249
Telephone	2,908	2,837	3,629	1,996	54,634
Postage	170	180	181	173	7,516
Subscriptions	688	688	688	822	30,322
Program support	42	42	42	189	4,456
Interest	-	-	-	-	121,752
Depreciation and amortization	61,531	71,995	70,346	84,319	1,938,890
Other expense	2,576	102	91	26,503	313,219
Miscellaneous	-	-	-	-	20,545
	<u>\$ 207,778</u>	<u>\$ 224,995</u>	<u>\$ 233,821</u>	<u>\$ 337,767</u>	<u>\$ 9,396,439</u>
Total expenses					

See Accompanying Independent Accountants' Compilation Report



Southern New Hampshire Services, Inc.
Board of Directors
August 2023

Senator Lou D'Allesandro, Chairman
Dr. Kevin Moriarty, Vice Chairman
Thomas Mullins, Esq., Treasurer
Orville Kerr, Secretary
Representative Sherm Packard
Commissioner Toni Pappas
James Brown
Molli Driver
Carrie Marshall Gross
Anna Hamel
Bonnie Henault
Wanda Kennerson
Kathleen Mackin
German Ortiz
Peter Ramsey

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

The Community Action Partnership serving Hillsborough and Rockingham Counties

Mailing Address: PO Box 5040, Manchester, NH 03108

40 Pine Street, Manchester, NH 03013

Telephone: (603) 668-8010 FAX: (603) 645-6734

List of Key Administrative Personnel

October 2023

Title	Name	Annual Salary	Percentage	Amount
Chief Executive Officer	Donnalee Lozeau	\$207,735	0.00%	0
Chief Operating Officer	Ryan Clouthier	\$133,260	0.00%	0
Chief Financial Officer	James Chaisson	\$155,009	0.00%	0
Director of Workforce Development	Sara Sacco	\$79,716	34.0%	\$27,103

DONNALEE LOZEAU

Community/Civic Involvement- Current

- NH Community Action Partnership
- HB4 Cliff Effect Working Group, Co-chair
- Governor's Office for Emergency Relief and Recovery Stakeholders Advisory Board, Chair
- Whole Family Approach to Jobs NH Chapter, Co-chair
- St. Joseph Hospital Board of Directors, Quality Council Chair
- St. Mary's Bank Supervisory Committee, Chair
- NH Healthy Families Board of Directors
- Mary's House Advisory Board
- The Plus Company
- NH Tomorrow Leadership Council
- Community College System of NH s
- American Council of Young Political Leaders, Alumni Member
- State Workforce Innovation Board

Community/Civic Involvement- Past

- Reaching Higher NH
- NH Center for Public Policies Studies
- Governor's Judicial Selection Commission
- Big Brothers Big Sisters Board of Directors, Past President
- Greater Nashua Dental Connection BOD, Founding Member
- Great American Downtown, Founding Member
- Domestic Violence Coordinating Council Nashua
- US Conference of Mayors
- No Labels
- Fix the Debt
- NH Center for Public Policy Studies
- Greater Nashua Chamber of Commerce, Director
- Greater Nashua Workforce Housing Coalition, Founding Member

EXPERIENCE

Southern New Hampshire Services, Inc. (www.SNHS.org) Manchester, NH (January 2016-Present)

Chief Executive Officer

- Development and oversight of Community Action Partnership serving NH's two largest counties, Hillsborough and Rockingham
- Cooperation and engagement with local, state and federal agencies and organizations on issues and programs that intersect with the Community Action Mission
- Work to fundamentally enhance the delivery of service to targeted community to wrap services around clients and streamline the application process by implementing the Whole Family Approach

City of Nashua, New Hampshire (2008-2016) – Elected

Mayor

- Full time overall day to day management and operations of 2nd largest city in the state of NH with development and implementation of \$245 million dollar (2016) annual budget
- Worked with elected boards including Board of Aldermen; Public Works; Board of Education and others to prioritize and balance budget requirements and the needs of the community
- Chaired Board of Public Works and the Finance Committee
- Successfully negotiated the City's purchase of the publicly traded water company (Pennichuck) after a prolonged case before the NHPUC and the NH Supreme Court

Southern New Hampshire Services, Inc. (1993 – 2008) Manchester, NH

Director of Program and Community Development

- Assessed the need for services throughout Hillsborough County through community outreach by developing partnerships, collaborations and new initiatives with service providers and businesses
- Negotiated purchases and contracts and presented projects before local boards, commissions and departments relative to housing, support services and economic development
- Designed and implemented strategies for developing working relationships with town and city officials, local service providers and appropriate private sector officials in order to project a positive image of Southern New Hampshire Services, Inc.
- Founded Mary's House 40 units of housing for homeless women and developed 219 units of Elderly Housing
- Pioneered initiatives for the Community Corrections and Academy Programs
- Expanded Head Start Services and developed the program and secured the site for Economic Opportunity Center

Past Community/Civic Involvement Continued

- Greater Nashua Asset Building Coalition, Founding Member
- New Hampshire Charitable Foundation State Board, Member
- Eagle Board of Review

Education and Training

- CCAP, Certified Community Action Professional
- CCAP Proctor
- Rivier College, Nashua- Undergraduate work in Political Science
- Restaurant Management Institute
- Mediation and Alternative Dispute Resolution Training
- Leadership Institute, Aspen
- Justice of the Peace

NH State Representative, Hillsborough County, District 30 (1984 – 2000)-Elected

Deputy Speaker of the NH House of Representatives (1996 – 2000)

- Addressed constituent concerns
- Assisted Non-Profit organizations and local businesses with governmental concerns and steering legislation through the political process by working with members and leadership in the NH House of Representatives and the NH Senate and representatives of the Executive and Judicial branches
- Managed floor debates and supervised House Calendar content
- Responsible for functions of the House on behalf of or in the absence of the Speaker

Committee Assignments:

- House Rules Committee, Vice Chairman
- House Legislative Administration Committee
- Joint Facilities Committee
- New Member Orientation, Chair
- House Corrections and Criminal Justice Committee, Vice Chairman
- House Judiciary Committee
- Criminal Justice Sub-Committee, Chairman
- State and Federal Relations Committee

Appointments:

- Joint Legislative Performance Audit and Oversight Committee
- Juvenile Justice Commission, Chairman
- Supreme Court Guardian Ad Litem Committee
- Superior Court Alternative Dispute Resolution Committee
- Work Force Opportunity Council
- Interbranch Criminal and Juvenile Justice Council
 - Subcommittee on Offenders, Chairman
 - Space and Prison Programming
 - Juveniles Subcommittee, Co-Chair
- National Conference of State Legislatures Law and Justice. Vice Chair
- Council of State Governments Intergovernmental Affairs, Corrections and Public Safety

City Streets Restaurant, (1986-1991)

City Streets Diner, (2000 – 2003) Nashua, NH Co-Owner/Operator

- Operated 450 seat restaurant and banquet facility and effectively managed financial accounts, staff and licensing requirements

RYAN CLOUTHIER



OBJECTIVE

Seeking a leadership role which will allow me the opportunity to utilize and build upon my knowledge and passion for the work performed by Community Action Agencies in the state of New Hampshire, while at the same time being the support and strength for the Communities we serve.



EXPERIENCE

Chief Operating Officer | Southern New Hampshire Services Inc.

FEB. 2018-PRESENT

Serving as part of the Executive Management Team and is responsible for providing inspiring leadership to the Southern New Hampshire Services (SNHS) senior management team and developing a performance culture to ensure the effective management of a comprehensive array of over sixty programs. The Chief Operating Officer will tie the various component programs including: nutrition; housing; energy; workforce development; income enhancement; education; and elderly services to the agency, to each other, and to the general community, by promoting and communicating the mission of Community Action. In conjunction with the Chief Executive Officer and Fiscal Officer the Chief Operating Officer provides the stewardship of SNHS by being actively involved with the agency's high-performance senior leadership team in the development, implementation, and management of the program content as well as annual budgets. Responsible for ensuring that services and programs provided fulfill the agency's mission, and are in compliance with all federal, state, funding, and city regulations, certifications, and licensing requirements.

Energy and Housing Operations Director | Southern New Hampshire Services Inc.

2016 – 2018

Responsible for providing the various SNHS Energy and Crisis programs, Information Technology, Housing and Maintenance programs with mission, vision and leadership. Responsible for the planning, implementation, and evaluation of all facets of fiscal and program management, effectiveness while providing general oversight for all of the program's administration and day-to-day management, including budget management, grant writing and purchasing. Also responsible for maintaining a working relationship with governmental officials, local boards and agencies in developing and managing the programs. In conjunction with the Executive Director and Fiscal Officer this positions provides the stewardship of SNHS by being actively involved with the agency's high-performance senior leadership team in the development, implementation, and management of program content as well as annual budgets. Responsible for ensuring that services and programs provided fulfill the agency's mission and are in compliance with all federal, state, funding, city, certifications, and licensing requirements.

Energy Director | Southern New Hampshire Services Inc.

2013 – 2016

Responsible for coordination, implementation, budgeting, overall supervision and management of the Fuel and Electric Assistance Programs, Crisis Programs, Weatherization Program, Lead Hazard Control Program, and YouthBuild Program for Hillsborough and Rockingham Counties. Develop and Maintain relationships with federal, state and local grantors. Intervene on behalf of the Community Action pertaining to the Core Utility Weatherization Energy Efficiency Programs. Maintains a strong working relationships with OCA, NH Legal Assistance, Office of Strategic Initiative, DOE, Liberty Utilities, Eversource, NHEC, Unitil, NHHFA, NREL, Apprise and other local non-profit and private companies in the industry. Participates in multiple Healthy Home strategic planning committees.

Weatherization Director | Southern New Hampshire Services Inc.

2006-2013

Responsible for coordination, implementation, budgeting, overall supervision and management of the Weatherization, Lead Abatement, and YouthBuild Programs for Hillsborough and Rockingham Counties. Developed and Maintain relationships with federal, state and local grantors. Intervened on behalf of the Community Action Association during the merge of Liberty Energy and National Grid Gas along with filings pertaining to the Core Energy Efficiency Programs. Developed strong working relationships with OCA, NH

Legal Assistance, Office of Energy and Planning, DOE, Liberty Energy, Eversource, NHEC, Unitil, NHHFA, NREL, Apprise and other local non-profit and private companies in the industry. Served on the Department of Energy special task force designed to implement a National Best Practices Manual for JTA/KSA for Weatherization Energy Auditor Certification. Participated in a "One Touch" pilot effort which became a statewide practice and has received national recognition

Energy Auditor | Southern New Hampshire Services Inc.

2004 – 2006

Responsible for performing field energy audits of low income residential properties; record the data in written and computerized formats to determine cost effectiveness of conservation measures needed; generate work order specs for the contractors. Conduct proper follow through and field inspections to assure quality installations and client satisfaction.

Network Analyst | Genuity

2004 – 2006

Responsible for monitoring the Genuity Dial up network supporting AOL Domestic and International subscribers including Japan, USA and Canada. Responsibilities include isolating and troubleshooting problems/outages and configuration issues, on different types of Cisco routers, Lucent APX's, MAX's, and Nortel CVX's. Troubleshooting consists of isolating problems through head to head testing with different Telco's. Also responsible for creating, troubleshooting, and closing tickets in a group ticketing queue. Demonstrated strengths in the areas of interpersonal skills and negotiation.



EDUCATION

2000 NH Community Technical College

1994-1998: Dover High School

Other: Weatherization written and field certification, Department of Energy Quality Control Inspector Certification, multiple national and regional weatherization best practices trainings. Intro to Cisco routers, T1 and T3 design and troubleshooting training, ATM and Frame Relay network design training, LAN and WAN training, OC3, OC48, and OC192 design and troubleshooting training, BPI Energy Analyst. Lead contractor abatement Certification, RRP certification, OSHA 30 hour worker safety, DOE Lead Safe Weatherization certification.



SKILLS

- Problem solving
- New Business Development
- Social Media
- Public Speaking
- Data Analysis/Analytical thinking
- Strategic Planning
- Operations Management
- Contract Negotiations
- Team and Relationship building
- Planning and forecasting
- Budget and Financial management
- Leadership
- Community Assessment
- Computer skills specific to job include, TREAT, NEAT, OTTER, FAP/EAP Microsoft 365, PowerPoint, Outlook, Word, Excel, Web, EmpowOR and CSST and many others that can be beneficial.



ACTIVITIES/ACCOMPLISHMENTS

- Numerous press articles related to Weatherization including visits from the Assistant Secretary of Energy Efficiency from the Department of Energy and Vice President Joe Biden.
- Member of the City of Nashua Healthy Homes Strategic Planning Committee.
- Member of the City of Manchester Healthy Homes Strategic Planning Committee.
- Union Leader 40 under 40 Class of 2015.
- Vice President of the Neighbor helping Neighbor Board.
- Member of the Energy Efficiency and Sustainable Energy Board.
- Member of the Residential Ratepayers Advisory Board.

JAMES M. CHAISSON

SUMMARY

Dedicated accounting professional with 8 years of non-profit experience and over 20 years of broad experience in manufacturing, distribution, reorganizations, mergers and acquisitions, sales/operations planning/forecasting and establishing & monitoring performance metrics in a manufacturing environment. Experienced in private and public corporations, including 8 years in a private equity environment with a strong focus on equity sponsor communication and liquidity management. Complete knowledge of P&L, balance sheet, cash flow and cost accounting. Proven skills at staff leadership, training and development in a team environment. Professional Experience:

- Fiscal Officer in nonprofit organization
 - Controller in MFG & Distribution
 - Treasury and Cash Flow Management
 - Financial & Capital Budgeting, Reporting & Control
 - Cost Accounting Manager
 - General Accounting Manager
 - Business Performance Metric Establishment and Measurement
-

PROFESSIONAL EXPERIENCE

Southern New Hampshire Services, Manchester, NH

5/2009-Present

Southern New Hampshire Services (SNHS) is a non-profit entity dedicated to helping people help themselves. SNHS accomplishes this through a variety of programs offered at centers, offices, clinics, and intake sights located throughout Rockingham and Hillsborough counties. The agency also oversees 29 housing facilities with approximately 1000 tenants. SNHS receives and administers \$36 million in program funds annually with over 450 employees.

Chief Fiscal Officer

1/2017 to Present

- Oversee financial and accounting compliance, maintaining controls and managing potential business risks
- Manage the annual budget process and analysis activities
- Prepare presentation for Board of Directors meetings presenting the organization's financial results
- Develop and maintain banking relationships
- Manage the Annual Audit process

Senior Accountant

5/2009-1/2017

Assisted Fiscal Director in overseeing all fiscal and financial activities including compliance with federal, state, and funding source requirements as well as accordance with GAAP

- Developed and implemented indirect cost calculation and interfaced with General Ledger
- Monitored and prepared monthly budget vs actual reporting; recommended adjustments and forecast spending
- Created specialized reports for the individual grant's reporting requirements
- Designed allocation methods for properly billing shared items to individual grants and programs
- Prepared monthly agency program reviews for Fiscal Director's Board of Directors review

James M. Chaisson

WOOD STRUCTURES, INC. Biddeford, ME

2001-4/2009

WSI, is a highly leveraged business owned by Roark Capital, a private equity fund, headquartered in Atlanta, GA. WSI is a \$70 million manufacturer of roof and floor trusses, wall panels and a distributor of engineered wood products. The company's products are sold into the residential and light commercial construction markets

Controller

2006-4/2009

Managed all aspects of accounting and reporting in a truss manufacturing plant as well as an engineered wood products distribution location that included 2 locations in Maine and 1 in Massachusetts.

- Calculated and assisted in the management of the company's covenants
- Worked closely with senior management during the sale process from the seller (Harbour Group) and buyer (Roark Capital)
- Identified cost drivers and implemented process changes to reduce the monthly closing cycle from 18 to 5 days
- Conducted monthly reviews with the managers on financial results and measurement
- Oversaw the payroll function of 160+ employees

Accounting Manager

2001-2006

Recruited to company to restore financial controls and establish best practices concerning both general ledger and cost accounting processes. Responsible for overseeing the accounting of 2 locations in Maine and 1 in Alabama.

- Established the reporting protocols of the company used by both equity sponsors
- Educated, motivated and developed a staff of 3 to succeed in their rolls of financial responsibility
- Identified and implemented processes and procedures for all intercompany sales, transfers, consolidation and eliminations
- Streamlined the payroll process that included transferring to an external supplier (ADP), which reduced cost by 40%
- Conducted physical inventories and defined their policies and procedure at all locations.

VISHAY SPRAGUE, Sanford, ME

1978-2001

Vishay Sprague is a division of Vishay Intertechnology Inc. (NYSE: VSH) a global manufacturer of discrete semiconductors and passive electronic components. The Sprague Division manufactures solid tantalum capacitors with annual sales of \$200 million and 1,400 employees.

Plant Cost Accounting Manager

1997-2001

Division General Accounting Manager

1995-1997

Division Operation Accountant

1989-1995

Division Fixed Asset Accountant

1987-1989

Master Engineering Technician

1984-1987

Lead Production Technician

1978-1984

EDUCATION

NASSON COLLEGE, Springvale, ME

B.S. in Business Administration

SARA SACCO

PROFESSIONAL EXPERIENCE

WORKFORCE DEVELOPMENT DIRECTOR, Manchester, NH **September 2023 – Present**
Southern New Hampshire Services, Incorporated

- Oversee the administration and performance of the agency's workforce development programs, including WIOA Adult, NHEP, English for New Americans, WIOA Plus, VIP, and other workforce development grants
- Develop and maintain partnerships with NH employers, stakeholders, and partner agencies
- Adhere to contractual requirements for various funding sources
- Monitor program compliance with performance standards set by federal program guidelines
- Write and respond to RFPs
- Develop and forecast budgets
- Recruit, hire, train and manage staff
- Administer annual performance reviews of Program Managers

WIOA OUTREACH COORDINATOR, Manchester, NH **January 2022 – September 2023**
Southern New Hampshire Services, Incorporated

- Supervise, assist, and train workforce development staff for the VIP/WIOA Adult grant
- Developed a new group enrollment strategy to enroll historically marginalized populations into WIOA Adult
- Participate in job fairs and outreach events either in-person or online using Zoom, Teams, Remo, etc. to increase program awareness and represent all SNHS programs
- Maintain and develop collaborative relationships with all SNHS programs, all NH Community Action Partnerships, local NH businesses, community-based organizations, and partner agencies to increase customer enrollment
- Created and maintained VIP Outreach and Participant tracking using Excel
- Monitor and analyze data and reports for continuous improvement utilizing the NH Works JMS
- Perform technical assistance along with best practices with the goal of process improvement
- Utilize Microsoft Office Suite: Teams, Word, Excel, PowerPoint, Outlook, SharePoint, Forms, and Adobe PDF

WIOA STATEWIDE CAREER NAVIGATOR, Manchester, NH **September 2017 – January 2022**
Southern New Hampshire Services, Incorporated

- Provided employment counseling and case management services to WIOA participants statewide
- Enrolled Adult, Dislocated Workers, and NHE customers to develop individualized training and employment plans
- Provided job placement services leading to successful employment outcomes and retention
- Provided statewide field support coverage for special projects and initiatives including job fairs and Rapid Responses
- Determined eligibility and assessed customer's skills, aptitudes, and barriers using a variety of tools and tests
- Conducted required follow-up procedures for exited customers

WIOA JOB PLACEMENT SPECIALIST, Manchester, NH **August 2016 – September 2017**
Southern New Hampshire Services, Incorporated

- Prepared and executed training-related OJT contracts
- Developed training outlines based on employee's skill gaps
- Executed business outreach activities for the purpose of matching workers with employers for the OJT opportunities including attending job fairs and networking meetings throughout New Hampshire
- Conducted follow-ups with employers to identify and remediate issues and concerns and discuss future hiring needs

STORE MANAGER, Epping, NH

November 2014 – August 2016

Rue21, Incorporated

- Managed a store team of approximately 10 associates and 3 managers
- Forecasted sales using KPIs
- Demonstrated exceptional customer service while driving and maximizing store sales to achieve goals
- Established associate work schedules while budgeting and managing payroll
- Motivated and coached associates and managers to achieve their maximum potential while providing company tools to further develop performance
- Partnered with the new store opening team to implement and coordinate marketing initiatives by grand opening
- Executed company directives for compelling visual presentations and merchandising efforts
- Modeled a "Whatever it takes" kind of attitude

EDUCATION

B.S. IN BUSINESS ADMINISTRATION, OPTION IN MARKETING

University of New Hampshire, Durham, NH



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



5K

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

March 28, 2023

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

**Approved by the Governor
and Council on 4.12.2023**
Agenda Item 5K
*Consent Calendar
PO 1093270*

REQUESTED ACTION

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

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

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

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

EXPLANATION

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

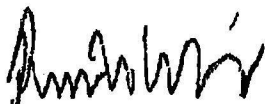
The contract with SNHS is a three and one-half year cost-reimbursement contract for services to ensure program continuity. For major WIOA service contracts, efficiency in operations is a paramount policy consideration, as disruption in service would adversely affect program

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

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

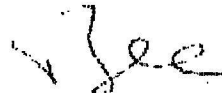
The Attorney General's Office has reviewed and approved this contract as to form, substance and execution.

Respectfully submitted,



George N. Copadis
Commissioner
NH Employment Security

Respectfully submitted,



Taylor Caswell
Commissioner
Business and Economic Affairs

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

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

RECITALS

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

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

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

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

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

ASSIGNMENT OF AGREEMENT

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

(Signatures on next page)

New Hampshire Employment Security



George N. Copadis
Commissioner

Date: 3/30/23

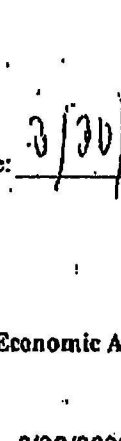
New Hampshire Department of Business and Economic Affairs



Taylor Caswell
Commissioner

Date: 3/30/2023

Acknowledgment of Assignment by
Southern NH Services, Inc.



Donnalee Lozeau
Executive Director

Date: March 31 2023

Office of the Attorney General

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

Approved by the Governor and Council on _____, 2023, Item # _____

ATTEST: _____
Secretary of State



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



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

December 2, 2020

G&C Passed
 12/18/2020 #37

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

REQUESTED ACTION

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

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

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

EXPLANATION

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

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

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

The evaluation scoring was as follows:

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

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

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

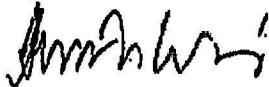
In executing its responsibilities for WIOA Adult Program funds, the Board, through BEA and NHES, designates specific operational and fiscal responsibilities for WIOA funds to SNHS through this contract agreement. As a condition of this agreement, SNHS assumes responsibility for the specific operational,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

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

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

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

Respectfully submitted,



George N. Copadis
Commissioner

FORM NUMBER P-37 (version 12/11/2019)

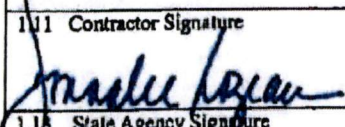
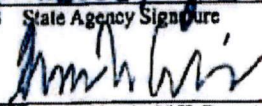

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Employment Security		1.2 State Agency Address 45 South Fruit Street Concord, NH 03301	
1.3 Contractor Name Southern NH Services, Inc.		1.4 Contractor Address 40 Pine Street, Concord, NH 03103	
1.5 Contractor Phone Number 603-868-8010	1.6 Account Number 10-027-80400000-102-600731	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$5,900,000.00
1.9 Contracting Officer for State Agency Pamela Szacki, Director, Employment Services		1.10 State Agency Telephone Number 603-224-3311	
1.11 Contractor Signature  Date: 12/1/2020		1.12 Name and Title of Contractor Signatory Donneelee Lozeau, Executive Director	
1.13 State Agency Signature  Date: 12/1/20		1.14 Name and Title of State Agency Signatory George N. Copadis, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 12/3/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials DL
Date 12/1/2020

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 if the event funds in that account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

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

5.3. The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:2 through RSA 80:7-o 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 OPPORTUNITIES.

6.1. In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation of duty upon the Contractor, including but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all Federal executive orders, rules, regulations, and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat this Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

10.4 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.

11. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

11.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale, total or substantially all, of the assets of the Contractor.

11.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontract and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

11.3 INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of or which may be claimed to arise out of the acts or omission of the

Contractor Initials:
Date: 12/4/2020

Contractor, or subcontractors, including but not limited to the negligence, mistakes or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE:

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

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10E 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 by the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 19, 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 19, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement, no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and incorporated herein by reference.

15. WORKERS' COMPENSATION:

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 19, 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 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 Service under this Agreement.

16. NOTICE: Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by verified mail, postage prepaid, to the United States Post Office addressed to the parties at the addresses given in blocks E.2 and F.4, herein.

17. AMENDMENT: This Agreement may be amended, waived or discharged only by an instrument in writing, signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM: This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and the rules of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

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

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

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

NEW HAMPSHIRE DEPARTMENT OF EMPLOYMENT SECURITY (NHES)

STANDARD EXHIBIT A

SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms and/or case management systems provided by the Department of Employment Security (NHES) for that purpose and shall be made and remade at such times as are prescribed by NHES.
3. **Documentation:** In addition to the determination forms required by NHES, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as NHES requests, particularly for data validation purposes. The Contractor shall furnish NHES with all forms and documentation regarding eligibility determinations and services that NHES may request or require.
4. **Grievance Procedures/Customer Complaints:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with the required grievance policy.
 - a. The Contractor shall ensure that all applicants for WIOA funded services receive a written grievance procedure notice, and that a signed copy attesting to the receipt of this information is included in each applicant's hard copy file.
 - b. The Contractor shall ensure that all personnel funded with WIOA funds are trained in the grievance policy and procedure applicable for the funding source supporting this contract agreement.
 - c. The Contractor shall ensure that the NHES EO Officer is informed immediately of any formal grievance filed by a program applicant or participant.
 - d. The Contractor shall respond either verbally or in writing to any complaint that does not constitute a formal grievance within two days from receipt of such complaint.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit B of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor/Sub-Contractor.

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

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

- a. The Contractor is responsible for taking reasonable steps to ensure the physical security of such data under its control.
 - b. The Contractor is responsible for ensuring each of its employees, vendors or sub-recipients having any involvement with personal data or other confidential information are informed of the laws and regulations relating to confidentiality, including but not limited to RSA 282-A:118-121.
 - c. Each employee funded through this contract agreement shall be required to sign a confidentiality statement, which shall be maintained in local personnel files.
10. **Reports: Program and Fiscal:** The Contractor agrees to submit the following reports at the following times and/or if requested by NHES.
- a. **Quarterly Progress Reports:** Written reports containing a detailed description of all planned verses actual program performance to the date of the report and containing such other information as shall be deemed satisfactory by NHES to justify the rate of payment hereunder. Such Reports shall be submitted on a form deemed satisfactory by NHES.
 - b. **Annual Report:** An annual report shall be submitted within sixty (60) days after the end of each program year covered under this Contract. The Report shall be in a form satisfactory to NHES and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by NHES.
11. **Completion of Services:** The Contractor will be legally obligated to turn over complete data files in the specified electronic format, as well as hard copy case files, to NHES at the time that the Contractor ceases to operate the program/project funded through this contract agreement.
12. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
- The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Employment Security, with funds provided by BEA/OWO and the United States Department of Labor.
13. **Veterans' Priority Provisions:** The Contractor agrees to comply with the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215), as implemented by the Final Rule published on December 19, 2008 at 73 Fed. Reg. 78132. The JVA provides priority of service to veterans and spouses of eligible veterans for the receipt of employment, training, and placement services. Agreement by a program operator to implement priority of service is a condition of receipt of DOL funds.
14. **Buy American Notice Requirement:** To the greatest extent practicable, and the extent to which purchases are allowable in this agreement, the Contractor agrees to purchase American made equipment and products. (See WIOA Section 505—Buy American Requirements).
15. **Salary and Bonus Limitations:** In compliance with Pub. L. 111-117 (Division D, sec. 107), none of the funds made available under this agreement shall be used by the Contractor, or sub-recipient of the Contractor to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II.

16. **Intellectual Property Rights:** The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed with WIOA funds, including a sub-grant or contract under the Contractor; and ii) any rights of copyright to which the Contractor purchases ownership with WIOA funds (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with Contract funds, including intellectual property, these revenues are program income. Program income is added to the Contract and must be expended for allowable Contract activities.
17. **Mandated Data Entry Systems:** The Contractor will be legally obligated to enter data required by NHES and/or the US Department of Labor, relating to all participants served during the contract period in the case management system mandated by NHES/OWO (i.e., Geographic Solutions for WIOA services). Contractors shall be responsible for keeping participants files up-to-date, especially in time to meet quarterly reporting deadline requirements.
18. **Disallowed Costs:** The Contractor will be solely responsible for paying NHES any and all disallowed costs associated with the misappropriation of federal funds and/or costs expended on participants who were erroneously determined to be eligible for services. Disallowed costs may not be paid with any other federal funds.
19. **Rights to Inventions Made Under a Contract or Agreement (if applicable):** Contractor agrees to comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
20. **Clean Air Act and the Federal Water Pollution Control Act (if applicable):** For contracts in excess of \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
21. **Byrd Anti-Lobbying Amendment.** For contracts in excess of \$100,000, the Contractor certifies it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award/contract.

NH Department of Employment Security (NHES)

STANDARD EXHIBIT B

STATEMENT OF WORK

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

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

SCOPE OF SERVICES

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

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

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

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

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

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

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

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

NH Department of Employment Security (NHES)

STANDARD EXHIBIT C

TERMS AND CONDITIONS OF PAYMENT

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

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

1. Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit B - Scope of Services, the Department of Employment Security (NHES) shall reimburse the contractor for allowable expenses up to a maximum total payment of \$5,900,000.00.
2. The Contractor in collaboration with NHES administrative staff shall develop a line-item budget for cost-reimbursement on an annual basis for each year covered in this agreement, which shall be binding. The contractor shall not expend funds in addition or outside of an approved line-item budget for any contract year without written consent from NHES.
3. The total of all approved budgets within this contract period shall not exceed \$5,900,000.00 without written modification signed by the parties to this agreement and approved by the Governor and Council.
4. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards (Adult program) received for each program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
5. This contract is funded with federal funds from the US Department of Labor made available under the Catalog of Federal Domestic Assistance (CFDA) number: **17.258** WIOA Adult Program – States for the purpose of the delivery of WIOA services to eligible individuals.
6. Contractor use of funds in this contract must be in accordance with the Workforce Innovation Opportunity Act (WIOA) program assurances. See Exhibit A and related assurances for specifics.
7. The Contractor must have written authorization from NHES prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
8. Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 2024 shall not be accepted for payment.
9. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to NHES for final approval no later than June 30 for each program year covered under this agreement. In the event that line-item budgets are adjusted within a program year, such adjustments shall not

exceed the approved administration cost for each program year.

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

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

Invoices shall be paid to:
Southern NH Services, Inc.
40 Pine Street
Manchester, NH 03103
Attention: James Chaisson, CFO
14. The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NHES staff and/or its auditors.
15. The Contractor shall report expenditures by program year and will be responsible for achieving the financial performance goal of 100% expenditure of total funds awarded in this agreement for each program year funded (e.g., July 1st – June 30th), unless otherwise agreed to in writing by NHES.
16. NHES reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by NHES/BEA/OWO and/or the State of New Hampshire.
17. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State and NHES cash management regulations and policies, including quarterly accrual reporting.
18. The Contractor is solely responsible for paying to NHES any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.

19. NHES reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

20. The Contractor is prohibited from using federal funds awarded under this contract for the following items and/or activities: automobiles; lobbying; real property and improvements; cost of interest payments; membership dues; professional license; annual professional dues or fees; finance charges, late fees or penalties; and depreciation charges. This is not intended to be an all-inclusive list, the contractor must review any proposed cost outside of the approved line item budget with the Director for the NH Employment Security Employment Service Bureau.

NH Department of Employment Security

STANDARD EXHIBIT D

CERTIFICATION REGARDING LOBBYING

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

US DEPARTMENT OF LABOR - CONTRACTORS

Programs (indicate applicable program covered):
Title I-B Workforce Investment Act (WIOA) Programs

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

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

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

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



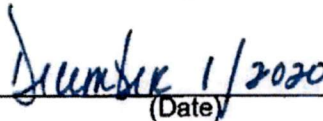
(Contractor Representative Signature)

Donnalee Lozeau, Executive Director

(Authorized Contractor Representative Name & Title)

Southern NH Services, Inc.

(Contractor Name)



(Date)

NH Department of Employment Security

STANDARD EXHIBIT E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

PRIMARY COVERED TRANSACTIONS

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

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LOWER TIER COVERED TRANSACTIONS

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

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

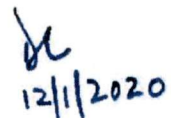
The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered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


(Contractor Representative Signature)

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

Southern NH Services, Inc.
(Contractor Name)

December 1/2020
(Date)



NH Department of Employment Security

STANDARD EXHIBIT F

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

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

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

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

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


(Contractor Representative Signature)

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

Southern NH Services, Inc.
(Contractor Name)

December 1/2020
(Date)

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12/1/2020

NH Department of Employment Security

STANDARD EXHIBIT G

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

BUSINESS ASSOCIATE AGREEMENT

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit B of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide

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

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

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

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401, and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3) b and (3) k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity; all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or

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disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to standard provision #10 of this Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit G. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

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

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

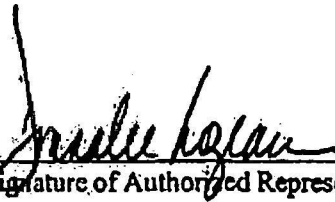
Department of Employment Security
The State Agency Name

Southern NH Services, Inc.
Name of the Contractor

George N. Copadis, Commissioner
Name of Authorized Representative

Donnalee Lozeau, Executive Director
Name of Authorized Representative


Signature of Authorized Representative


Signature of Authorized Representative

December 3 2020
Date

December 1 / 2020
Date

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12/1/2020

NH Department of Employment Security

STANDARD EXHIBIT H

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

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

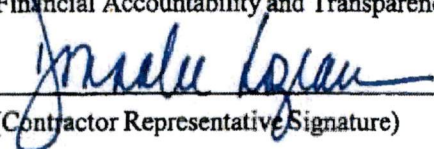
In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Employment Security (NHES) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

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

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

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

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

	Donnalee Lozeau, Executive Director
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)
Southern NH Services, Inc.	December 1/2020
(Contractor Name)	(Date)

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12/1/2020

FORM A

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

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

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

YES X

NO

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

YES X

NO

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name:

Amount:

Name:

Amount:

Name:

Amount:

Name:

Amount:

Name:

Amount:

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NH Department of Employment Security

STANDARD EXHIBIT I

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF LABOR - CONTRACTORS

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

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

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- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

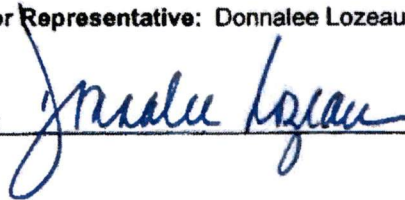
Place of Performance: **NH Works Offices located throughout the State; 40 Pine St. Manchester, NH**

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

Contractor Name: Southern NH Services, Inc.

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

Contractor Representative Signature:



Date:

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NH Department of Employment Security

STANDARD EXHIBIT J

STATEMENT OF CONFIDENTIALITY

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

All staff and employees of the Department of Employment Security (NHES), including agencies under contract with NHES, are under an equal obligation to treat as confidential any information they may acquire, by any means, about an applicant, a recipient or former recipient.

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

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

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

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

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

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

Southern NH Services, Inc.

Contractor Name

Donnalee Lozeau, Executive Director

Authorized Contractor Representative Name and Title

Donnalee Lozeau

Authorized Contractor Representative Signature

December 1/2020

Date

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12/1/2020

NH Department of Employment Security

EXHIBIT K

WIOA ASSURANCES AND CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- No participant may be referred to or placed into, or remain working in any position which is affected by labor disputes involving work stoppage. If such a work stoppage occurs during the grant period, participants in affected positions must: (a) be relocated to positions not affected by the dispute; (b) be suspended through administrative leave; or (c) where participants belong to the labor union involved in the work stoppage, be treated in the same manner as any other union member except such members must not remain working in the affected position. The sub-recipient/contractor shall make every effort to relocate participants, who wish to remain working, into suitable positions unaffected by the work stoppage.
14. Fees - No funds under this Act shall be used for payment of a fee charged to an individual for the placement of that individual in a training or employment program under the Act. The sub-recipient/contractor shall not charge a fee to any individual for the referral or placement of that individual in any program.
 15. Consultation with Labor Organizations - Any assistance program conducted with funds made available under this Act which will provide services to a substantial number of members of a labor organization shall be established only after full consultation with such labor organizations.
 16. Displacement Funds - provided under this Act shall only be used for activities that are in addition to those which would otherwise be available in the area in the absence of such funds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. NHES Monitoring and Evaluation of Sub-recipient/contractors - NHES will periodically monitor, evaluate and review through on-site visits, and program administration and management practices supported with funds under the Act in order to ensure compliance with the Act, the Regulations and the terms of any subcontracts entered into under the contract. Examples of monitored areas are:

- Reviewing all systems for controlling program administration
- Reviewing pay records and attendance reports to ensure controls are established for preventing unauthorized payments
- Interviewing participants
- Examining work sites and work conditions
- Reviewing plans and procedures and sub-recipient/contractor capability to carry out programs and activities
- Monitoring sub-recipient/contractor maintenance of records on all expenditures of funds
- Reviewing EEO procedures as applicable
- NHES will document its findings and make recommendations for corrective action whenever it identifies noncompliance with the Act Regulations, or terms of the contract.
- The sub-recipient/contractor shall review all material submitted to it by NHES and respond to NHES with respect to the action taken or planned in response to the recommendations made.

24. Sub-recipient/Contractor monitoring - The sub-recipient/contractor is responsible for monitoring all of its subcontractors to ensure compliance with:

- The Act and the Regulations
- The provisions of its contract
- The provisions of agreements awarded by it

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

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

- Confidentiality of personnel participant information;
 - Personnel policies applicable to the individual participant's circumstances;
 - The WIOA complaint and Hearing Procedure: and if the participant is still active in a partners' services, the sub-recipient/contractor must provide information pertinent to the complaint to NHES, and attend and testify on behalf of NHES at the fair hearing if so requested; and
 - The complaint procedures provided by the sub-recipient/contractor. (O.J.T. participants will first follow specific complaint hearing procedures of their employers.)
32. Grievance Procedures/Customer Complaints: The sub-recipient/contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The sub-recipient/contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with the required grievance policy.
- The sub-recipient/contractor shall ensure that all applicants for WIOA funded services receive a written grievance procedure notice, and that a signed copy attesting to the receipt of this information is included in each applicant's hard copy file.
 - The sub-recipient/contractor shall ensure that all personnel funded with WIOA funds are trained in the grievance policy and procedure applicable for the funding source supporting this contract MOU.
 - The sub-recipient/contractor shall ensure that NHES is informed immediately of any formal grievance filed by a program applicant or participant so that they may notify the OWO (Office of Workforce Opportunity) EO Officer.
 - The sub-recipient/contractor shall respond either verbally or in writing to any complaint that does not constitute a formal grievance within two days from receipt of such complaint.
33. Termination - Nothing in this section shall restrict a sub-recipient/contractor from effecting terminations for cause, or from effecting suspensions or transfers; under such terms and conditions determined appropriate under the policy and/or directions of NHES. If a participant is being terminated involuntarily and for cause other than completion of program intent, the sub-recipient/contractor shall provide the participant with written notice of the impending termination from his/her particular program activity or from the total WIOA program and a contact person for questions and further information at least two (2) weeks prior to the effective date of termination. A dated copy of the notice shall be maintained in the participant's file. The sub-recipient/contractor will cooperate in assisting NHES staff in conciliation if so warranted.
34. Disallowed Costs: The sub-recipient/will be solely responsible for paying NHES any and all disallowed costs associated with the misappropriation of federal funds and/or costs expended on participants who were erroneously determined to be eligible for services. Disallowed costs may not be paid with any other federal funds.
35. Payment of Wages - Participants in On-the-Job Training shall be compensated by the employer at such rates, including periodic increases, as are reasonable, considering such factors as industry, geographic region and the participant's skills. In no event shall the wage rate be less than the highest of the following:
- The minimum wage rate specified in section (6) (a) (1) of the Fair Labor Standards Act;

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

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

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

37. Confidentiality of Records: The sub-recipient/contractor agrees to maintain the confidentiality of any information regarding participants and their immediate families that may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Without the permission of the applicant/participant such information shall be divulged only as necessary for purposes related to the performance or evaluation of this contract, and to persons having responsibilities under the contract.

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

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

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

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

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

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

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

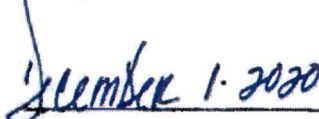
In the event of termination, suspension or transfer, the sub-recipient/contractor warrants that it will fully cooperate with and provide all reasonable assistance to NHES in effecting or maintaining continuity of services to participants, including, but not limited to, the efficient and orderly transfer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

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

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



Signature of Authorized Representative
Dornalee Lozeau, Executive Director



Date


12/1/2020

CERTIFICATE OF AUTHORITY

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

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

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

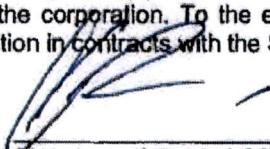
VOTED: That DonnaLee Lozeau, Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

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

State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: Dec. 1, 2020



Signature of Elected Officer
Name: Orville Kerr
Title: Secretary

State of New Hampshire

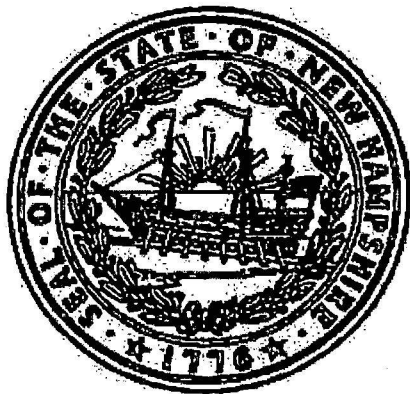
Department of State

CERTIFICATE

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

Business ID: 65506

Certificate Number: 0004913065



IN TESTIMONY WHEREOF,

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

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

William M. Gardner
Secretary of State



SOUTNEW-12

DCONEAU

CERTIFICATE OF LIABILITY INSURANCE

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

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

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


PRODUCER License # 1780862 HUB International New England 600 Longwater Drive Norwell, MA 02061-9146	CONTACT NAME: PHONE (A/C, No, Ext): (781) 792-3200 FAX (A/C, No): (781) 792-3400 E-MAIL ADDRESS:													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Cincinnati Insurance Company</td> <td>10877</td> </tr> <tr> <td>INSURER B: Eastern Alliance Insurance Company</td> <td>10724</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Cincinnati Insurance Company	10877	INSURER B: Eastern Alliance Insurance Company	10724	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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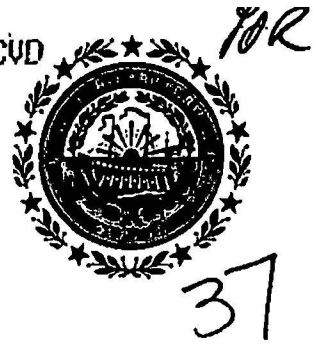
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	INSUR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> OCC. SECT <input checked="" type="checkbox"/> LOC OTHER:			ETD 041 72 57	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ETA 041 72 60	12/31/2019	12/31/2020	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ETD 041 72 57	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	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/A	03-0000112165-02	12/31/2019	12/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liab.			ETD 041 72 57	12/31/2019	12/31/2020	Aggregate \$2,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 181, Additional Remarks Schedule, may be attached if more space is required)
 Automobile: \$500 Comprehensive Deductible / \$1,000 Collision Deductible
 Workers Compensation Covered States (A): NH, ME

CERTIFICATE HOLDER NH Employment Security 45 South Fruit St. Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



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

December 2, 2020

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

REQUESTED ACTION

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

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

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

EXPLANATION

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

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

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

The evaluation scoring was as follows:

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

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

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

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

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

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

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

Respectfully submitted,



George N. Copadis
Commissioner


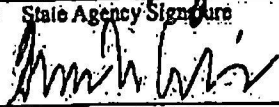

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Employment Security		1.2 State Agency Address 45 South Fruit Street Concord, NH 03301	
1.3 Contractor Name Southern NH Services, Inc.		1.4 Contractor Address 40 Pine Street, Concord, NH 03103	
1.5 Contractor Phone Number 603-888-8010	1.6 Account Number 10-027-80400000-102-500731	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$5,900,000.00
1.9 Contracting Officer for State Agency Pamela Szack, Director, Employment Services		1.10 State Agency Telephone Number 603-224-3311	
1.11 Contractor Signature  Date: 12/1/2020		1.12 Name and Title of Contractor Signatory Donnalee Lozeau, Executive Director	
1.13 State Agency Signature  Date: 12/1/20		1.14 Name and Title of State Agency Signatory George N. Copadis, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 12/3/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials DL
Date 12/1/2020

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials bc
Date 12/1/2020

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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

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

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

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

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

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

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

NEW HAMPSHIRE DEPARTMENT OF EMPLOYMENT SECURITY (NHES)

STANDARD EXHIBIT A

SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms and/or case management systems provided by the Department of Employment Security (NHES) for that purpose and shall be made and remade at such times as are prescribed by NHES.
3. **Documentation:** In addition to the determination forms required by NHES, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as NHES requests, particularly for data validation purposes. The Contractor shall furnish NHES with all forms and documentation regarding eligibility determinations and services that NHES may request or require.
4. **Grievance Procedures/Customer Complaints:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with the required grievance policy.
 - a. The Contractor shall ensure that all applicants for WIOA funded services receive a written grievance procedure notice, and that a signed copy attesting to the receipt of this information is included in each applicant's hard copy file.
 - b. The Contractor shall ensure that all personnel funded with WIOA funds are trained in the grievance policy and procedure applicable for the funding source supporting this contract agreement.
 - c. The Contractor shall ensure that the NHES EO Officer is informed immediately of any formal grievance filed by a program applicant or participant.
 - d. The Contractor shall respond either verbally or in writing to any complaint that does not constitute a formal grievance within two days from receipt of such complaint.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit B of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor/Sub-Contractor.

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

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

- a. The Contractor is responsible for taking reasonable steps to ensure the physical security of such data under its control.
 - b. The Contractor is responsible for ensuring each of its employees, vendors or sub-recipients having any involvement with personal data or other confidential information are informed of the laws and regulations relating to confidentiality, including but not limited to RSA 282-A:118-121.
 - c. Each employee funded through this contract agreement shall be required to sign a confidentiality statement, which shall be maintained in local personnel files.
10. **Reports: Program and Fiscal:** The Contractor agrees to submit the following reports at the following times and/or if requested by NHES.
- a. **Quarterly Progress Reports:** Written reports containing a detailed description of all planned versus actual program performance to the date of the report and containing such other information as shall be deemed satisfactory by NHES to justify the rate of payment hereunder. Such Reports shall be submitted on a form deemed satisfactory by NHES.
 - b. **Annual Report:** An annual report shall be submitted within sixty (60) days after the end of each program year covered under this Contract. The Report shall be in a form satisfactory to NHES and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by NHES.
11. **Completion of Services:** The Contractor will be legally obligated to turn over complete data files in the specified electronic format, as well as hard copy case files, to NHES at the time that the Contractor ceases to operate the program/project funded through this contract agreement.
12. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
- The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Employment Security, with funds provided by BEA/OWO and the United States Department of Labor.
13. **Veterans' Priority Provisions:** The Contractor agrees to comply with the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215), as implemented by the Final Rule published on December 19, 2008 at 73 Fed. Reg. 78132. The JVA provides priority of service to veterans and spouses of eligible veterans for the receipt of employment, training, and placement services. Agreement by a program operator to implement priority of service is a condition of receipt of DOL funds.
14. **Buy American Notice Requirement:** To the greatest extent practicable, and the extent to which purchases are allowable in this agreement, the Contractor agrees to purchase American made equipment and products. (See WIOA Section 505—Buy American Requirements).
15. **Salary and Bonus Limitations:** In compliance with Pub. L. 111-117 (Division D, sec. 107), none of the funds made available under this agreement shall be used by the Contractor, or sub-recipient of the Contractor to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II.

16. **Intellectual Property Rights:** The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed with WIOA funds, including a sub-grant or contract under the Contractor; and ii) any rights of copyright to which the Contractor purchases ownership with WIOA funds (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with Contract funds, including intellectual property, these revenues are program income. Program income is added to the Contract and must be expended for allowable Contract activities.
17. **Mandated Data Entry Systems:** The Contractor will be legally obligated to enter data required by NHES and/or the US Department of Labor, relating to all participants served during the contract period in the case management system mandated by NHES/OWO (i.e., Geographic Solutions for WIOA services). Contractors shall be responsible for keeping participants files up-to-date, especially in time to meet quarterly reporting deadline requirements.
18. **Disallowed Costs:** The Contractor will be solely responsible for paying NHES any and all disallowed costs associated with the misappropriation of federal funds and/or costs expended on participants who were erroneously determined to be eligible for services. Disallowed costs may not be paid with any other federal funds.
19. **Rights to Inventions Made Under a Contract or Agreement (if applicable):** Contractor agrees to comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
20. **Clean Air Act and the Federal Water Pollution Control Act (if applicable):** For contracts in excess of \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
21. **Byrd Anti-Lobbying Amendment.** For contracts in excess of \$100,000, the Contractor certifies it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award/contract.

NH Department of Employment Security (NHES)

STANDARD EXHIBIT B

STATEMENT OF WORK

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

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

SCOPE OF SERVICES

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

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

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

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

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

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

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

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

NH Department of Employment Security (NHES)

STANDARD EXHIBIT C

TERMS AND CONDITIONS OF PAYMENT

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

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

1. Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit B - Scope of Services, the Department of Employment Security (NHES) shall reimburse the contractor for allowable expenses up to a maximum total payment of \$5,900,000.00.
2. The Contractor in collaboration with NHES administrative staff shall develop a line-item budget for cost-reimbursement on an annual basis for each year covered in this agreement, which shall be binding. The contractor shall not expend funds in addition or outside of an approved line-item budget for any contract year without written consent from NHES.
3. The total of all approved budgets within this contract period shall not exceed \$5,900,000.00 without written modification signed by the parties to this agreement and approved by the Governor and Council.
4. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards (Adult program) received for each program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
5. This contract is funded with federal funds from the US Department of Labor made available under the Catalog of Federal Domestic Assistance (CFDA) number: 17.258 WIOA Adult Program – States for the purpose of the delivery of WIOA services to eligible individuals.
6. Contractor use of funds in this contract must be in accordance with the Workforce Innovation Opportunity Act (WIOA) program assurances. See Exhibit A and related assurances for specifics.
7. The Contractor must have written authorization from NHES prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
8. Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 2024 shall not be accepted for payment.
9. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to NHES for final approval no later than June 30 for each program year covered under this agreement. In the event that line-item budgets are adjusted within a program year, such adjustments shall not

exceed the approved administration cost for each program year.

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

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

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

14. The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NHES staff and/or its auditors.
15. The Contractor shall report expenditures by program year and will be responsible for achieving the financial performance goal of 100% expenditure of total funds awarded in this agreement for each program year funded (e.g., July 1st – June 30th), unless otherwise agreed to in writing by NHES.
16. NHES reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by NHES/BEA/OWO and/or the State of New Hampshire.
17. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State and NHES cash management regulations and policies, including quarterly accrual reporting.
18. The Contractor is solely responsible for paying to NHES any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.

19. NHES reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

20. The Contractor is prohibited from using federal funds awarded under this contract for the following items and/or activities: automobiles; lobbying; real property and improvements; cost of interest payments; membership dues; professional license; annual professional dues or fees; finance charges, late fees or penalties; and depreciation charges. This is not intended to be an all-inclusive list, the contractor must review any proposed cost outside of the approved line item budget with the Director for the NH Employment Security Employment Service Bureau.

Contractor Initials: DC
Date: 12/1/2020

NH Department of Employment Security

STANDARD EXHIBIT D

CERTIFICATION REGARDING LOBBYING

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

US DEPARTMENT OF LABOR - CONTRACTORS

Programs (indicate applicable program covered):
Title I-B Workforce Investment Act (WIOA) Programs

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

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

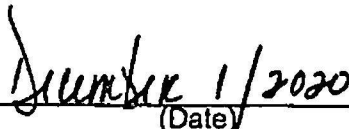
- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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


(Contractor Representative Signature)

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

Southern NH Services, Inc.
(Contractor Name)


(Date)

NH Department of Employment Security

STANDARD EXHIBIT E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

PRIMARY COVERED TRANSACTIONS

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

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LOWER TIER COVERED TRANSACTIONS

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

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


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


(Contractor Representative Signature)

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

Southern NH Services, Inc.
(Contractor Name)

December 1/2020
(Date)


12/1/2020

NH Department of Employment Security

STANDARD EXHIBIT F

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

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

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

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

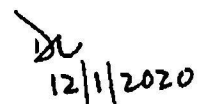
This Assurance obligates the recipient for the period during which federal financial assistance is extended to it by NHES or, where the assistance is in the form of real property for the period provided for in subsection 84.5(b) of the regulation (45 CFR Part 84.5(b)).


(Contractor Representative Signature)

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

Southern NH Services, Inc.
(Contractor Name)

December 1/2020
(Date)


12/1/2020

NH Department of Employment Security

STANDARD EXHIBIT G

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

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- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit B of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide

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

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

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in the HITECH Act, Subtitle D, Part 1, Sec. 13401, and Sec. 13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3) b and (3) k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

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- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or

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disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause.**

In addition to standard provision #10 of this Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit G. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

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

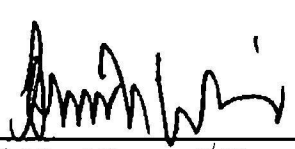
IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit G.

Department of Employment Security
The State Agency Name

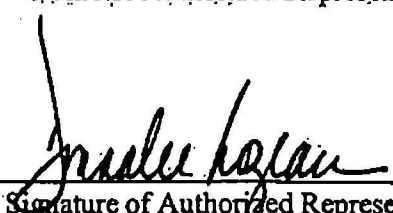
Southern NH Services, Inc.
Name of the Contractor

George N. Copadis, Commissioner
Name of Authorized Representative

Donnalee Lozeau, Executive Director
Name of Authorized Representative



Signature of Authorized Representative



Signature of Authorized Representative

December 1 2020

Date

December 1 / 2020

Date

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NH Department of Employment Security

STANDARD EXHIBIT H

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

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


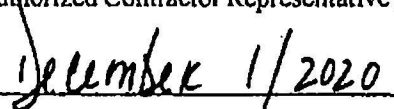
In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Employment Security (NHES) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:


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

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

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

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

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


12/1/2020

FORM A

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

1. The DUNS number for your entity is: 088584065

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

YES X

NO _____

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

YES X

NO _____

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____

Amount:

Name: _____

Amount:

Name: _____

Amount:

Name: _____

Amount:

Name: _____

Amount:

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NH Department of Employment Security

STANDARD EXHIBIT I

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF LABOR - CONTRACTORS

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

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

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- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

Place of Performance: NH Works Offices located throughout the State; 40 Pine St. Manchester, NH

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

Contractor Name: Southern NH Services, Inc.

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

Contractor Representative Signature:

Donnalee Lozeau

Date:

Dec 1-2020

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NH Department of Employment Security

STANDARD EXHIBIT J

STATEMENT OF CONFIDENTIALITY

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

All staff and employees of the Department of Employment Security (NHES), including agencies under contract with NHES, are under an equal obligation to treat as confidential any information they may acquire, by any means, about an applicant, a recipient or former recipient.

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

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

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

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

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

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

Southern NH Services, Inc.

Contractor Name

Donnalee Lozeau, Executive Director

Authorized Contractor Representative Name and Title

Donnalee Lozeau
Authorized Contractor Representative Signature

December 1/2020
Date

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12/1/2020

NH Department of Employment Security

EXHIBIT K

WIOA ASSURANCES AND CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

9. Nepotism - No individual may be placed in a WIOA employment activity if a member of his/her immediate family is engaged in an administrative capacity for the employment agency.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. NHES Monitoring and Evaluation of Sub-recipient/contractors - NHES will periodically monitor, evaluate and review through on-site visits, and program administration and management practices supported with funds under the Act in order to ensure compliance with the Act, the Regulations and the terms of any subcontracts entered into under the contract. Examples of monitored areas are:

- Reviewing all systems for controlling program administration
- Reviewing pay records and attendance reports to ensure controls are established for preventing unauthorized payments
- Interviewing participants
- Examining work sites and work conditions
- Reviewing plans and procedures and sub-recipient/contractor capability to carry out programs and activities
- Monitoring sub-recipient/contractor maintenance of records on all expenditures of funds
- Reviewing EEO procedures as applicable
- NHES will document its findings and make recommendations for corrective action whenever it identifies noncompliance with the Act Regulations, or terms of the contract.
- The sub-recipient/contractor shall review all material submitted to it by NHES and respond to NHES with respect to the action taken or planned in response to the recommendations made.

24. Sub-recipient/Contractor monitoring - The sub-recipient/contractor is responsible for monitoring all of its subcontractors to ensure compliance with:

- The Act and the Regulations
- The provisions of its contract
- The provisions of agreements awarded by it

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

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

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

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

- The sub-recipient/contractor shall ensure that all applicants for WIOA funded services receive a written grievance procedure notice, and that a signed copy attesting to the receipt of this information is included in each applicant's hard copy file.
- The sub-recipient/contractor shall ensure that all personnel funded with WIOA funds are trained in the grievance policy and procedure applicable for the funding source supporting this contract MOU.
- The sub-recipient/contractor shall ensure that NHES is informed immediately of any formal grievance filed by a program applicant or participant so that they may notify the OWO (Office of Workforce Opportunity) EO Officer.
- The sub-recipient/contractor shall respond either verbally or in writing to any complaint that does not constitute a formal grievance within two days from receipt of such complaint.

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

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

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

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

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

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

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

37. Confidentiality of Records: The sub-recipient/contractor agrees to maintain the confidentiality of any information regarding participants and their immediate families that may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Without the permission of the applicant/participant such information shall be divulged only as necessary for purposes related to the performance or evaluation of this contract, and to persons having responsibilities under the contract.

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

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

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

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

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

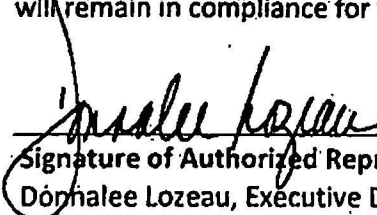
In imposing additional standards of performance, NHES shall notify the sub-recipient/contractor of the additional standards imposed; an explanation as to why the standards are needed; and any corrective actions which must be taken by the sub-recipient/contractor to have the additional standards removed.

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

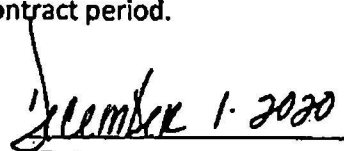
In the event of termination, suspension or transfer, the sub-recipient/contractor warrants that it will fully cooperate with and provide all reasonable assistance to NHES in effecting or maintaining continuity of services to participants, including, but not limited to, the efficient and orderly transfer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

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


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



Signature of Authorized Representative
Donnalee Lozeau, Executive Director



Date


12/1/2020

CERTIFICATE OF AUTHORITY

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

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

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

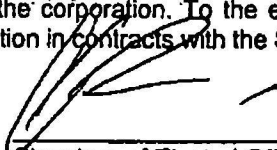
VOTED: That DonnaLee Lozeau, Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

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

State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: Dec. 1, 2020



Signature of Elected Officer
Name: Orville Kerr
Title: Secretary

State of New Hampshire
Department of State

CERTIFICATE

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

Business ID: 65506

Certificate Number: 0004913065



IN TESTIMONY WHEREOF,

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

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

William M. Gardner
Secretary of State



SOUTNEW-12

DCOMEAU

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

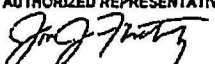
PRODUCER License # 1780862 HUB International New England 600 Longwater Drive Norwell, MA 02061-9148	CONTACT NAME: PHONE (A/C, No, Ext): (781) 792-3200		FAX (A/C, No): (781) 792-3400
	E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Cincinnati Insurance Company	10677
		INSURER B: Eastern Alliance Insurance Company	10724
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		ETD 041 72 57	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		ETA 041 72 50	12/31/2019	12/31/2020	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		ETD 041 72 57	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	03-0000112165-02	12/31/2019	12/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liab.		ETD 041 72 57	12/31/2019	12/31/2020	Aggregate \$2,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Automobile: \$500 Comprehensive Deductible / \$1,000 Collision Deductible
 Workers Compensation Covered States (A): NH, ME

CERTIFICATE HOLDER NH Employment Security 45 South Fruit St Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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