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

172 Pembroke Road Concord, New Hampshire 03301
Phone: 603-271-7275 www.nhworks.org

May 15, 2018

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

MAY 23 '18 PM 3:55 DAS

Retroactive

REQUESTED ACTION

1) Authorize the Department of Business and Economic Affairs (BEA), Division of Economic Development (DED) Office of Workforce Opportunity (OWO) to hold a NH Works American Job Center training day on June 6, 2018 for up to 250 NH Works and partner agency staff, at the New Hampshire Technical Institute (NHTI) in Concord, NH for a total cost not to exceed \$6,000. Three thousand (\$3,000) is the all-inclusive cost for the plenary speaker/workshop presenter, the costs of which are included in a contract with PowerNotes, LLC approved by the Governor and Executive Council on 3/7/2018 (item #38A). The remaining \$3,000 is for the cost of lunch for the event effective upon Governor and Council approval. **50% Federal Funds, 50% Other (Board Funds)**

Funds to support these requests are available as follows:

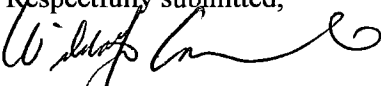
	<u>FY 2018</u>
03-22-22-220510-22530000	
Workforce Opportunity Board Funds	
020-500252 Current Expense	\$3,000.00



EXPLANATION

The NH Works American Job Center system of partners is hosting a staff training day on June 6, 2018 at NHTI in Concord, NH. The NHTI location is a **sole source** selection based on **no cost** in a convenient location with the capacity to accommodate up to 250 attendees. The training will be held between 8:00 am and 3:30 pm. This event is sponsored by the State Workforce Innovation Board (SWIB) in accordance with goals set forth in the Workforce Innovation Opportunity Act (WIOA) to ensure staff performing employment and training services in American Job Centers are adequately trained.

The training consultant, PowerNotes, LLC, currently under contract to provide local WIOA specific training services on behalf of the Board (G&C on 3/7/2018 (#38A)) shall be paid under that contract agreement with federal WIOA Implementation funds for the provision of services at the training event that include the opening plenary and two workshop presentations.

Expenditure of board funds is approved by the Chair of the SWIB, and shall be used to cover the costs of lunch for which no other funds are available. The SWIB letter of approval, a draft agenda for the training event, the estimate of costs from Chartwell's Catering (under contract with NHTI and the only provider allowed to operate on campus), and the resume for the Maryann Lawrence from PowerNotes, LLC are attached for your review. Total costs are 50% federal funds and 50% board funds, only.

Respectfully submitted,

Wildolfo (Will) Arvelo,
Director of Economic Development

Concurred,

Taylor Caswell,
Commissioner




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Memorandum

To: Dick Anagnost, Chair - NH State Workforce Innovation Board
From: Jacqueline Heuser, Director - Office of Workforce Opportunity, DED/BEA
Date: 3/28/2018
Re: Request SWIB Funding for Food Costs Associated with NH Works Conference

We respectfully request approval to use NH State Workforce Innovation Board funds to cover the cost of lunch to be served at the NH Works Training Conference to be held at NH Technical Institute in Concord, NH on June 6, 2018. This training will take place from 8:00 am to 3:00 pm and will cover a range of topics identified by NH Works staff as integral to the service they provide, a draft agenda is attached.

Chartwell's is the catering service under contract to NHTI. Up to 250 NH Works Partner Agency staff are planned to attend. We are asking for approval to expend an amount not to exceed \$3,000.00 based on the quote of estimated costs provided by Chartwell's (see attached).

Thank you for your consideration of this request, approval of which is indicated by your signature below.

A handwritten signature in black ink that reads "Dick Anagnost".

A handwritten date in black ink that reads "3/28/2018".

Dick Anagnost, Chair
State Workforce Innovation Board

Date

The Office of Workforce Opportunity, DRED is a sponsor of the NH Works system, a proud member of America's Workforce Network and an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.

TDD ACCESS: RELAY NH 1-800-735-2964

Catering Request/Quote Form

STATUS = Quote Booked Complete CONTAINS SPECIAL ALLERGY INFO if yellowed

<p>Today's Date <u>Tuesday, March 20, 2018</u></p> <p>Event Name <u>NH Works Staff Training Event</u></p> <p>Requisitioner Name <u>Jacqueline Heuser</u></p> <p>Contact Number/Email <u>Jacqueline.Heuser@live.free.nh.gov</u></p> <p>Department Charged _____</p> <p>Approved By <input type="checkbox"/></p> <p>Change Order / Date <input type="checkbox"/></p>	<p>Date of Event <u>Wednesday, June 6, 2018</u></p> <p>Expected Attendance <u>250</u></p> <p>Location - Room <u>Capital Commons Dining</u></p> <p>Time of Event _____</p> <p>Set Up By _____</p> <p>Pick Up By _____</p> <p>Additional Info _____</p>
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Quantity	Item Description	Unit Price	Unit	Total Price
250	Sandwiches & Wraps	\$9.25	pp	\$2,312.50
36	French Veggie Wrap w/ Harvarti Cheese			\$0.00
48	Turkey BLT on Bulkie Roll			\$0.00
48	Roast Beef & Boursin LRO on Focaccia			\$0.00
48	Ham & Swiss L on Pretzel Roll			\$0.00
46	Grilled Chicken Caesar Wrap			\$0.00
24	Tuna Salad LT on Ciabatta Roll			\$0.00
				\$0.00
250	Herbed Potato Salad	\$1.65	pp	\$412.50
	Antipasto Salad (meatless)			\$0.00
	Potato Chips			\$0.00
	Pickles			\$0.00
				\$0.00
	Dessert Squares			\$0.00
	Cookies			\$0.00
				\$0.00
	Soda / Tea / Water - canned/bottled			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
	Delivery / Set Up / Pick Up			
	Chartwells Catering at NHTI		Sub Total	\$2,725.00
			Tax	\$0.00
	Office: 603.224.3111		Total	\$2,725.00

Theme-Dec			
Office Use	NC - RC / AR - BAP - SDX - OFSC - OTHR		
PAYMENT METHOD	CC # _____	REQ # _____	
	DEPT # _____	CHK # _____	
	CASH _____	OTHR _____	

NH Works (AJC) Staff Training Day - June 6, 2018 New Hampshire Technical Institute (NHTI)

Working Together 2.0

- 8:00 Registration (*Coffee and Light Pastries being hosted by Adult Education*)
 9:00 Welcoming Kickoff - Commissioners of NH Works Partners
 9:30 Plenary Speaker Mary Ann Lawrence, Powernotes, Inc. - Supersize High Performance Please!
 10:15 Break

WORKSHOPS

	<u>Customer Centric Service</u>	<u>Business Engagement</u>	<u>Business Services</u>	<u>Career Guidance</u>	<u>Overcoming Barriers</u>	
10:30-11:30	Personal Responsibility for a Customer-Centric Service Focus <i>Mary Ann Lawrence, Powernotes Inc.</i>	Adult Education as Workforce Development Program <i>Sarah Bennet, Adult Ed</i>	Employer Panel <i>Sponsored by NHES</i>	Developing Work-Force Models w/Employers <i>DHHS, CVS, and DOL</i>	Focus on Career Pathways <i>Beth Doiron/Eric Feldborg</i>	NH's Recovery Friendly Workplace Initiative <i>Marty Boldin, Governor's Advisor</i>
11:30-12:30	Lunch** <i>Hosted by the State Workforce Innovation Board (SWIB)</i>					
12:30-1:30	Who Cleans the Sandbox? You All Do! Partnering to Leverage Resources <i>Mary Ann Lawrence Powernotes, Inc.</i>	CCSNH- 65/25 Credentials Sarah Colson	Sector Strategies 2.0 <i>Michael Power and NH Sector Advisors</i>	NH's Recovery Friendly Workplace Initiative <i>Marty Boldin, Governor's Advisor</i>	Beyond WIOA Basics: Creating Multiple Service Pathways <i>Sarah Bennett, Adult Ed</i>	The Critical Connections Employment and Housing <i>Families In Transition</i>
1:45-2:45	Disability Awareness – Mental Health <i>Vocational Rehabilitation</i>	Jobs For Veterans Services Grant <i>NHES</i>	New Beginnings, New Direction for Workforce Development <i>Will Arvelo, DED</i>	Expanding Registered Apprenticeship in NH <i>Emily Zeien</i>	WIOA Youth-Successes with Work-based Learning Experiences – <i>WIOA Youth</i>	The Critical Connections Employment and Housing <i>Families In Transition</i>

**Sandwiches and salad will be available. Those with very restrictive dietary requirements should plan to bring lunch.

- 3:00 Wrap Up Game
 3:30 Closing Wrap Up – **Evaluations!**

December 15, 2017

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Mary Ann Lawrence Bio

Motivational Speaker, Author, Trainer, Facilitator, Evaluator



President and CEO
PowerNotes LLC
317-946-7916 MALaw528@aol.com

Mary Ann Lawrence is the CEO of PowerNotes, LLC. Mary Ann has extensive experience in workforce development with over 36 years at the local, state, and national levels of the system in leadership positions. Mary Ann was appointed by the Secretary of Commerce and served on the Board of Examiners for the Malcolm Baldrige Quality Award responsible for reviewing and selecting award recipients for high-performing businesses.

Mary Ann has worked to train and provide technical assistance to U.S. Department of Labor employees in continuous improvement efforts at both the national level and regional offices. Mary Ann played a significant role in the initial design and delivery of USDOL One Stop Training including linking the work done from State to State related to occupational learning objectives for staff working in the one stop environment. Mary Ann serves as an executive coach in helping the workforce system and executives develop and enhance strategies for successful Workforce Innovation and Opportunity Act deployment.

Mary Ann has a Business Administration Degree and is also certified in Task Analysis and Curriculum Design. She has extensive experience in non-profit leadership having been the Executive Director of a central Indiana Workforce Investment Board and the Executive Director of the Maryland Institute for Employment and Training Professionals. She founded The Center for Workforce Learning in 1994 after beginning consulting in 1989. She recently began PowerNotes, LLC to showcase coaching and training. She has been recognized nationally with the Professional Development Award from the National Association of Workforce Development Professionals. She serves on the



December 15, 2017

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National Association of Workforce Professionals Board of Directors as Chair. Mary Ann served for two years as a member of an advisory council, Professional Workforce Development Panel, established to advise the Department of Labor on capacity building issues system wide. During her two-year term Mary Ann served as a member of the Panel's executive team. Mary Ann has six staff certifications that are web-based to assist with the WIOA required staff certifications including Job Seeker Services Certification, Business Services Certification, Advanced Business Services Certification, Leadership Development Certification, and WIOA Fundamentals Certification. And, MaryAnn has Youth Life Skills Certification, Adult/Dislocated Worker Job Readiness Certification, and Youth Job Readiness Certifications that are all web-based.

In addition to executive leadership coaching, Mary Ann has extensive experience in non-profit board development, volunteerism systems, and fund development activities. Mary Ann is a Certified Fund Raising Executive and has managed successful non-profit events, mass marketing, and capital campaigns. Mary Ann does both Board and staff training in a vast array of subjects. Mary Ann specializes in strategic planning, grant writing, business plan development, marketing plans, policy development, organizational development, team building, balanced scorecard creation, board development, mystery shopping of one-stops, fee-for-service activities, business services, integrated service design, chartering and certification of workforce systems, and third party organizational evaluations. She facilitates planning for a variety of groups including welfare reform, school-to-work, vocational rehabilitation, community based organizations, economic development, adult education, educational institutions and one-stops. Mary Ann has been active in helping Local and State Workforce Development Boards establish the reengineering needed at each level to successfully administer, manage, and operate all functions within the workforce development system and its partners.

Currently, Mary Ann is coaching and guiding States and Local Workforce Areas and partner agencies on the implementation of WIOA and the transition from WIA to WIOA.

Mary Ann puts "fun" in organizational development and a dash of humor in reengineering!



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

172 Pembroke Road Concord, New Hampshire 03301
 Phone: 603-271-7275 www.nhworks.org

*6:16
 3/7/2018
 #20A*

February 13, 2018

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

*Vendor Code
 205096*

REQUESTED ACTION

Authorize the Department of Business and Economic Affairs (“DBEA”), Office of Workforce Opportunity (“OWO”) to enter into a contract for services with PowerNotes, LLC, 9738 Crestwick Drive, St. Louis, Missouri for the provision of staff training services for a term beginning March 7, 2018 or upon Governor and Executive Council approval, whichever comes later, and terminating on June 30, 2018. Total payments under this agreement shall not exceed \$19,600.00. **Funding Source: 100% Federal Funds (Workforce Innovation and Opportunity Act, Implementation Funds)**

Funds to support this request are available as follows:

	<u>FY 2018</u>
03-22-22-220510-14530000	
Office of Workforce Opportunity	
103-502664 Contracts for Program Services	\$19,600

EXPLANATION

PowerNotes, LLC is the training vendor selected in response to a request for proposals (RFP) issued by the Office of Workforce Opportunity on behalf of the NH Works One-Stop Operator Consortium, under the auspices of the State Workforce Innovation Board (SWIB), on November 15, 2017 (See Attachment A for details). Contracted services shall include an assessment of customer services offered through the State’s network of NH Works American Job Centers to determine effectiveness consistent with Workforce Innovation and Opportunity Act (WIOA) requirements, identifying strategies for continuous improvement of customer flow, and training local staff on the improved process and procedures. The contractor will be the plenary speaker at the NH Works staff training day scheduled for May 21, 2018.

The proposed contract for services will be funded under the Workforce Innovation and Opportunity Act of 2014 that amends the Workforce Investment Act, P.L.105-220, 20 USC 9201 WIOA Implementation Grant funds CFDA #17.281, issued to ensure staff engaged in the delivery of WIOA services are adequately trained to provide required services.

Respectfully submitted,

Taylor Caswell
 Commissioner

ATTACHMENT A – RFP DETAILS

Continuous Improvement for the NH Works One-stop Delivery System (American Job Centers)

Purpose of the RFP

The Business and Economic Affairs (BEA), Office of Workforce Opportunity (OWO) issued a Request for Proposal (RFP) on behalf of the NH Works One Stop Operator Consortium. The purpose of the RFP is to identify a qualified service provider to accomplish the following:

- Conduct an assessment of current services at three NH Works Centers;
- Evaluate effectiveness in providing services consistent with Workforce Innovation and Opportunity Act (WIOA) requirements, including a customer-centered design approach;
- Develop strategies for continuous improvement;
- Train staff from three regions on improved process and procedures as well as plenary presentation at the NH Works Conference in May 2018, with subsequent breaks out session.

The proposed services will be funded under the Workforce Innovation and Opportunity Act of 2014 that amends the Workforce Investment Act, P.L.105-220, 20 USC 9201, WIOA Implementation Grant funds CFDA #17.281

The Office of Workforce Opportunity (OWO) is seeking an organization and/or professional with federal WIOA experience in the provision of training for staff in the one-stop AJC, specific to a customer-centered service delivery approach to foster continuous improvement. The outcome of this project will result in identification of best practices, areas for improvement to customer service, and staff training.

The Selected Vendor will have prior experience in evaluation of a one-stop center i.e., Americas Job Centers (AJC), and demonstrated ability to provide training to center personnel.

Working with the OWO, the Selected Vendor will engage in working with the NH Works Interagency Directors Group (IDG) to produce appropriate evaluation and subsequent training materials and delivery of that training.

RFP Process Details

On November 15, 2017 DBEA/OWO issued a RFP for Continuous Improvement for the NH Works One-stop Delivery System (American Job Centers) on behalf of the NH Works One-stop Operator Consortium.

- The RFP was posted on the State of NH procurement website, as well as the DBEA and NH Works website. In addition, a copy of the RFP was sent via email to NH Works partner agencies staff and others with instruction to share as appropriate.
- The following entities responded to the RFP:
 - Blue Line Associates
 - Thomas P. Miller and Associates
 - PowerNotes
 - Workforce Professionals Training Institute
- Three partner agency representatives were selected to serve as the RFP review committee; all four proposals were reviewed and scored by the following individuals:

Ms. Bonnie St.Jean	Program Administrator, Office of Workforce Opportunity
Ms. Pam Szacik	Operations Director, NH Employment Security
Mr. Matt Russell	Local WIOA Statewide Administrator

The total score for each respondent is charted below. **PowerNotes was selected based on the scores reflected below.**

Evaluation and Award Criteria	Blue Line	TPMA	PowerNotes	WPPI
Experience/Staff Qualifications (80)				
Bonnie	0	75	75	80
Pam	50	80	80	80
Matt	50	70	75	65
TOTAL POINTS	100	225	230	225
Financial Terms (20)				
Bonnie	15	18	20	15
Pam	17	18	20	17
Matt	15	20	20	20
TOTAL POINTS	47	56	60	52

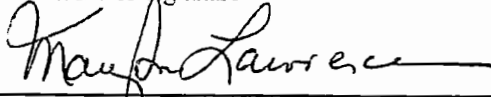
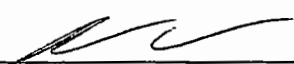
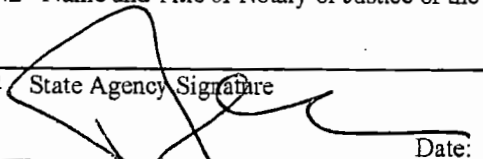
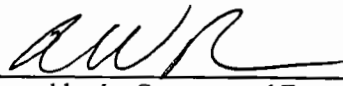
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Dept of Business and Economic Affairs (Office of Workforce Opportunity)		1.2 State Agency Address 172 Pembroke Road Concord, NH 03301	
1.3 Contractor Name PowerNotes, LLC		1.4 Contractor Address 9738 Crestwick Drive, St. Louis, Missouri 63128	
1.5 Contractor Phone Number (317) 946-7916	1.6 Account Number 10-022-14530000-103-502664	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$19,600
1.9 Contracting Officer for State Agency Jacqueline Heuser, Director, OWO		1.10 State Agency Telephone Number (603) 271-7275	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory MaryAnn Lawrence, Member	
1.13 Acknowledgement: State of _____, County of _____ On <u>2/13/18</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.13.1.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="border: 1px solid black; padding: 2px; display: inline-block;"> RICHARD CONRAD Notary Public, Notary Seal State of Missouri Commissioned for St. Louis County My Commission Expires: July 15, 2019 [Seal] 15636767 </div> 			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature  Date: _____		1.15 Name and Title of State Agency Signatory Taylor Caswell, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>2/16/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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 1.18, 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 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

**EXHIBIT A
STATEMENT OF WORK**

TERM & EXTENSION

This fixed-price agreement for services between PowerNotes LLC and the Department of Business and Economic Affairs, Office of Workforce Opportunity (OWO) will be for a term beginning March 7, 2018 or upon Governor and Executive Council approval, whichever comes later, and terminating on June 30, 2018. Total payments under this agreement shall not exceed \$19,600 and shall be expended consistent with the terms outlined in Exhibit B of this agreement.

These funds are made available by the State Workforce Innovation Board, through Workforce Innovation and Opportunity Act (WIOA) Implementation funds administered by the Department of Business and Economic Affairs (DBEA) through the Office of Workforce Opportunity. Specifically, these funds shall be used for the provision of staff development services consistent with the deliverables identified in the Continuous Improvement for the NH Works System (AJC) Request for Proposals issued by OWO on behalf of the NH Works One-Stop Operator Consortium on November 15, 2017 and as further delineated in Deliverables and Timeframe section below.

DESCRIPTION OF SERVICES

The scope of work includes development of evaluation tools and subsequent training materials as agreed upon by the OWO in consultation with the IDG.

- AJC System Service Evaluation – PowerNotes, LCC will conduct an evaluation of the effectiveness of current services relative to WIOA required services in three locations - Manchester/Nashua, Seacoast (Somersworth/Portsmouth) and Concord, NH; within one-to-two months of the contract award.
- Staff Training (development and implementation) – PowerNotes, LCC shall develop training for the purpose of continuous improvement based on the results of the system evaluation.
 - proposed training shall be reviewed and approved by the IDG prior to implementation
 - training shall be direct on-site training of staff in each of the three locations identified above, and shall occur by no later than May 18, 2018.

Department of Business and Economic Affairs - Office of Workforce Opportunity

- State Conference Plenary and Workshop –The President and CEO of PowerNotes, LLC shall be the plenary speaker at the State Workforce Conference, and conduct a 45 minute workshop, both of which shall occur on May 21, 2018. The State Conference is held on the Community College campus in Manchester, NH.
 - Opening keynote presentation on the AJC evaluation process, recommendations for continuous improvement, and training provided to improve services. May 23, 2018, for approximately one hour.
 - Conduct a 45 minute workshop on a related one-stop service delivery topic to be determined in consultation with the IDG. Same day as keynote presentation. Specific times to be determined.

DELIVERABLES AND TIMEFRAME

Deliverable	Outcome/report/etc.	Timeframe
NH Works Center service evaluations		
	Manchester/Nashua	March 2018 <i>3/29/18 9-3</i>
	Portsmouth/Somersworth	<i>3/30/18 9-3</i>
	Concord	
	Review results/report with IDG	
	Develop staff training plan	
	Review training plan with IDG	
Staff Training		
	Manchester/Nashua (6.5 hrs.)	April 2018
	Portsmouth/Somersworth (6.5 hrs.)	
	Concord (6.5 hrs.)	
Staff Day Plenary <i>June 6 2018</i>		
	Deliver opening address	May 21 , 2018 9am-10 am
	Effective One Stop Services	May 21 , 2018 10:15 am – 11:00 am
	(or related topic approved by IDG)	Repeat 12:15 pm – 1:00 pm

**EXHIBIT B
PRICE LIMITATION**

This contract is funded with WIOA Implementation Funds (CDFA #17.281).

Total agreement not to exceed: \$19,600

This amount is further delineated as follows:

Summary of Estimated Costs

Line Item	Direct Charge
AJC System Service Evaluation all-inclusive costs for 3 site visits	\$10,000
Staff Training all-inclusive cost for 3 on-site (6.5 hours each) training days	\$6,600
State Conference Plenary and two 45-minute workshops all-inclusive cost for plenary speaker on May 21 st (one hour) Two 45 minute workshops (same topic offered twice) at the staff day event on the 21 st	\$3,000
Total all-inclusive costs not to exceed	\$19,600

TERMS OF PAYMENT

Invoices shall be sent to: Office of Workforce Opportunity
Attn: Fiscal Administrator
172 Pembroke Rd
Concord, NH 03301
Karen.Smith@nh.gov

Payment shall be to: PowerNotes, LLC
Mary Ann Lawrence
9738 Crestwick Drive
St. Louis, Missouri 63128

1. Invoices shall be submitted monthly and signed by PowerNotes, LLC President.
2. Supporting documentation, as mutually agreed to by OWO, shall be attached to the invoice to allow OWO to comprehend and track the origins of the amount invoiced, if required.
3. Expenditures may be invoiced only for the line item costs outlined in the Summary of Estimated Costs, unless otherwise approved by the DBEA/OWO.
4. Payments may be withheld pending receipt of required deliverables/reports as defined in Exhibit A of this agreement, as applicable. Final invoices shall be submitted within 30 days of the contract end date.

STANDARD EXHIBIT C - SPECIAL PROVISIONS

PowerNotes, LCC is without any employees, and therefore does not carry, nor is required to carry, workers compensation insurance. Item 15 "Workers' Compensation" of the Form P-37 Agreement is not applicable.

As a condition of this contract agreement PowerNotes, LLC agrees to the following:

- PowerNotes, LLC staff funded through this agreement must agree to maintain WIOA participation confidentiality and equal opportunity federal requirements to the extent that he/she has direct contact with WIOA eligible customers in the course of carrying out the responsibilities outlined in the Statement of Work.
- Funds from this contract, or the products developed with funds from this contract with similar deliverables shall not be used to supplant, supplement or otherwise offset costs for other similar federal contracts held by PowerNotes, LLC.
- Intellectual Property Clause – this agreement is 100% federally funded therefore, "The Federal government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for Federal purposes: i) the copyright in all products developed under the grant, including a sub-grant or contract under the grant or sub-grant, and ii) rights of copyright to which the grantee, sub-grantee or a contractor purchases ownership under an award (including, but not limited to, curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise.
- If applicable, the following language needs to be included on all products developed, in whole or in part, with grant funds in accordance with the State WIOA Annual Financial Agreement:

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

organization and/or personal use by an individual for non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner.

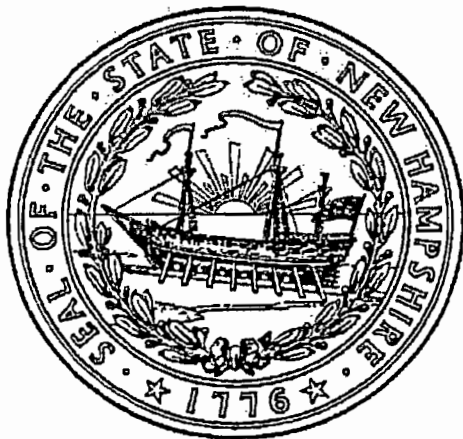
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that POWERNOTES, LLC is a Missouri Limited Liability Company registered to transact business in New Hampshire on January 09, 2018. 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: 785731



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of February A.D. 2018.

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

William M. Gardner
Secretary of State

LLC Certification of Authority

I, **MaryAnn Lawrence**, hereby certify that I am the Sole Member of PowerNotes, LLC (the "LLC") a limited liability company under RSA 304-C. I certify that I am authorized to bind the LLC.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the LLC.

DATED: 2-13-18

ATTEST: MaryAnn Lawrence
(Name and Title) President & CEO



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/06/2018

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 Redel Insurance Agency, Inc. 174 Clarkson Rd., #150 Ballwin MO 63011		CONTACT NAME: Sarah Molina PHONE (A/C, No, Ext): (636) 394-7676 E-MAIL ADDRESS: sarah@redel.net FAX (A/C, No): (636) 227-7035	
		INSURER(S) AFFORDING COVERAGE INSURER A: Twin City Fire Insurance Company	NAIC # 29459
INSURED Powernotes LLC 9738 Crestwick Dr Saint Louis MO 63128		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: EXP 12/06/2018

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"/> PROJECT <input type="checkbox"/> LOC OTHER:			84SBMIS2623	12/06/2017	12/06/2018	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 Hired Auto \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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			PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

THE CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED ON THE GENERAL LIABILITY SECTION AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION**

STATE OF NEW HAMPSHIRE, DEPT OF BUSINESS & ECONOMIC DEVELOPMENT AFFAIRS/IOWO

172 PEMBROKE RD

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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