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

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

September 29, 2014

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

Sole Source

REQUESTED ACTION

Authorize the Department of Resource and Economic Development, Office of Workforce Opportunity to amend a **sole source** contract (#1017115) with NH Department of Education (VC#177900), Concord, NH by increasing the contract amount from \$7,072,606.00 to \$7,306,779.00 (an increase of \$234,173.00) for the delivery of Workforce Investment Act Youth services through June 30, 2015. The original contract was approved by the Governor and Executive Council on July 13, 2011(Item #44); amended November 11, 2011 (Item #36), and last amended on November 14, 2012 (Item #70). The US Department of Labor (USDOL) funds this program. This program is 100% Federal funding.

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

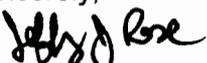
03-35-35-350510-53360000-102-500731 Contract for Program Services	<u>FY 15</u> \$234,173.00
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EXPLANATION

This is a **sole source** contract between two state entities, based on the State Workforce Investment Board's designation of NH DOE to serve as the administrative entity for WIA Youth Funds. NH DOE in turn issues a Request for Proposals (RFP) for local service contractors every other program year to ensure procurement of services consistent with state and federal requirements. The next RFP for local services is scheduled in November 2014.

In executing its responsibilities as the Administrative Entity for Workforce Investment Act (WIA) Youth funds, the Department of Resources & Economic Development, Office of Workforce Opportunity, in consultation with the WIA State Workforce Investment Board (SWIB) has designated specific operational and fiscal responsibilities for WIA Youth funds to the NH Department of Education (DOE) through a contract agreement. As a condition of this agreement, DOE assumes responsibility for the specific operational, fiscal, and local monitoring responsibilities for the purpose of delivering services to WIA eligible youth, and agrees to carry out these duties consistent with all the conditions and terms of this agreement, and all applicable federal and state laws, regulations and requirements. These additional funds shall be used for the sole purpose of carrying out these responsibilities.

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

Sincerely,

 Jeffrey J. Rose
 Commissioner

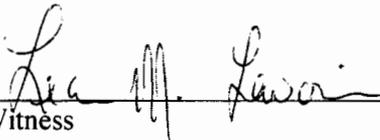
MODIFICATION OF CONTRACT WITH RESPECT TO THE IMPLEMENTATION OF
WORKFORCE INVESTMENT ACT (WIA) RE-EMPLOYMENT SERVICES

The Department of Resources and Economic Development, Office of Workforce Opportunity and the NH Department of Education (NHDOE) Concord, NH 03301 (VC#177900) hereby mutually agree to amend their contract (#1017115) (CFDA #17.259) for WIA re-employment services, which was originally approved by the Governor and Executive Council on July 13, 2011, and amended on November 30, 2011, and on November 14, 2012 with a completion date of June 30, 2015. This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

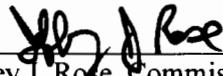
The purpose of this modification is to accomplish the following:

1. Increase the contract amount of \$7,072,606 to \$7,306,779 (addition of \$234,173.00)

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



Witness

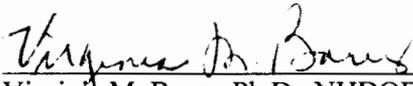


Jeffrey J. Rose, Commissioner
10/16/14

Date



Witness



Virginia M. Barry, Ph.D., NHDOE Commissioner
10/16/14

Date

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

Approved as to form, substance, and execution:



St. Asst. Attorney General
10/17/14

Date

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



67 C 11/14/12 # 76

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

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

#1017115

September 13, 2012

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

REQUESTED ACTION

Authorize the Department of Resource and Economic Development, Office of Workforce Opportunity to **amend a sole source contract (#1017115)** with NH Department of Education (VC#177900), Concord, NH by ~~amending the end date of~~ the additional **\$350,000** in funds approved by Governor and Council on November 11, 2011, Item #36 from December 31, 2012 to June 30, 2013 for the delivery of Workforce Investment Act re-employment services. The original contract was approved by the Governor and Council on July 13, 2011, Item #44; amended November 11, 2011, Item #36. 100% Federal – Governor’s Discretionary Funds.

EXPLANATION

This is a **sole source** contract based on the State Workforce Investment Board’s designation of NH DOE to serve as the administrative entity for WIA Youth Funds. NH DOE in turn issues a Request for Proposals (RFP) for local service contractors every other program year. NH DOE last completed a RFP for local services in February 2011.

The additional funds made available through this modification to the original agreement shall be used for the sole purpose of developing On-the-Job Training services for young adults in Manchester and the surrounding area. DOE shall enter into a subcontract agreement with the New England Farmworkers for the delivery of program services targeted to young adults (18-24) with demonstrated barriers to employment.

In executing its responsibilities as the Administrative Entity for Workforce Investment Act (WIA) Youth funds, the Department of Resources & Economic Development, Office of Workforce Opportunity, in consultation with the WIA State Workforce Investment Board (SWIB) has designated specific operational and fiscal responsibilities for WIA Youth funds to the NH Department of Education (DOE) through a contract agreement. As a condition of this agreement, DOE assumes responsibility for the specific operational, fiscal, and local monitoring responsibilities for the purpose of delivering services to WIA eligible youth, and agrees to carry out these duties consistent with all the conditions and terms of this agreement, and all applicable federal and state laws, regulations and requirements.

For major WIA service contracts, efficiency in operation is a paramount policy consideration for the State Workforce Investment Board, as disruption in service would adversely affect program clientele. Funds are allocated for operating a standardized statewide program of services that requires significant training and program management experience and understanding, along with sufficient resources to reimburse the state for any disallowed costs incurred as a result of erroneous eligibility determinations.

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

Respectfully submitted,

George M. Bald
Commissioner

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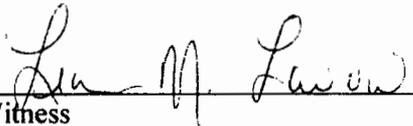
**MODIFICATION OF CONTRACT WITH RESPECT TO THE IMPLEMENTATION OF
WORKFORCE INVESTMENT ACT (WIA) RE-EMPLOYMENT SERVICES**

The Department of Resources and Economic Development, Office of Workforce Opportunity and the NH Department of Education (NHDOE) Concord, NH 03301 (VC#177900) hereby mutually agree to amend their contract (#1017115) (CFDA #17.259) for WIA re-employment services, which was originally approved by the Governor and Executive Council on July 13, 2011, and amended on November 11, 2011 with a completion date of June 30, 2015. This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement. Please note that the CFDA number for these additional funds includes CFDA #17.258 & #17.260.

The purpose of this modification is to accomplish the following:

1. Amend the contract end dates for the additional \$350,000 approved by Governor and Council on November 11, 2011; from December 31, 2012 to June 30, 2013.

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



Witness



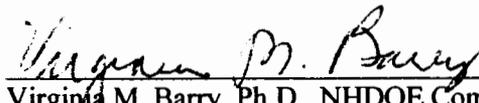
George M. Bald, Commissioner

9/25/12

Date



Witness



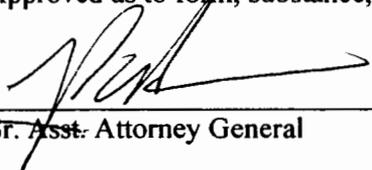
Virginia M. Barry, Ph.D., NHDOE Commissioner

9/13/12

Date

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

Approved as to form, substance, and execution:



Sr. Asst. Attorney General

Date

Approved by Governor and Executive Council:
At the 11/14/12 meeting. Item # 7C



C+C 11/3/11 #36

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

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

101115

October 28, 2011

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

REQUESTED ACTION

Authorize the Department of Resource and Economic Development, Office of Workforce Opportunity to ~~amend~~ a sole source contract (#1017115) with NH Department of Education (VC#177900), Concord, NH by increasing the original contract amount from \$6,722,606 to \$7,072,606 (an increase of \$350,000) for the delivery of Workforce Investment Act re-employment services; and by amending the contract dates for these funds only effective December 1, 2011 through December 31, 2012. The original contract was approved by the Governor and Council on July 13, 2011, Item #44. 100% Federal – Governor’s Discretionary Funds.

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

	FY12	FY13
03-35-35-350010-53360000-102-500731 Contract for Program Services	300,000	50,000

EXPLANATION

This is a sole source contract based on the State Workforce Investment Board’s designation of NH DOE to serve as the administrative entity for WIA Youth Funds. NH DOE in turn issues a Request for Proposals (RFP) for local service contractors every other program year. NH DOE last completed a RFP for local services in February 2011.

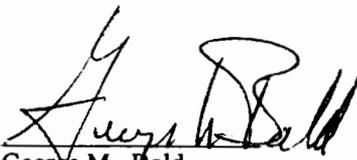
The additional funds made available through this modification to the original agreement shall be used for the sole purpose of developing On-the-Job Training services to young adults in Manchester and the surrounding area. DOE shall enter into a subcontract agreement with the New England Farmworkers for the delivery of program services targeted to young adults (18-24) with demonstrated barriers to employment.

In executing its responsibilities as the Administrative Entity for Workforce Investment Act (WIA) Youth funds, the Department of Resources & Economic Development, Office of Workforce Opportunity, in consultation with the WIA State Workforce Investment Board (SWIB) has designated specific operational and fiscal responsibilities for WIA Youth funds to the NH Department of Education (DOE) through a contract agreement. As a condition of this agreement, DOE assumes responsibility for the specific operational, fiscal, and local monitoring responsibilities for the purpose of delivering services to WIA eligible youth, and agrees to carry out these duties consistent with all the conditions and terms of this agreement, and all applicable federal and state laws, regulations and requirements.

For major WIA service contracts, efficiency in operation is a paramount policy consideration for the State Workforce Investment Board, as disruption in service would adversely affect program clientele. Funds are allocated for operating a standardized statewide program of services that requires significant training and program management experience and understanding, along with sufficient resources to reimburse the state for any disallowed costs incurred as a result of erroneous eligibility determinations.

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

Respectfully submitted,


George M. Bald
Commissioner

MODIFICATION OF CONTRACT WITH RESPECT TO THE IMPLEMENTATION OF WORKFORCE INVESTMENT ACT (WIA) RE-EMPLOYMENT SERVICES

The Department of Resources and Economic Development, Office of Workforce Opportunity and the NH Department of Education (NHDOE) Concord, NH 03301 (VC#177900) hereby mutually agree to amend their contract (#1017115) (CFDA #17.259) for WIA re-employment services, which was originally approved by the Governor and Executive Council on July 13, 2011 with a completion date of June 30, 2015. This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement. Please note that the CFDA number for these additional funds includes CFDA #17.258 & #17.260.

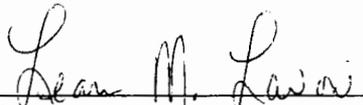
The purpose of this modification is to accomplish the following:

1. Increase the original contract amount of \$6,722,606 to \$7,072,606 (addition of \$350,000).
2. Adjust the line item budget to include additional funds; \$34,241 administration & \$315,759 program.
3. Amend the contract beginning and end dates for these funds only; from December 1, 2011 to December 31, 2012.
4. Add performance outcome measures outlined below for this portion of the agreement only.

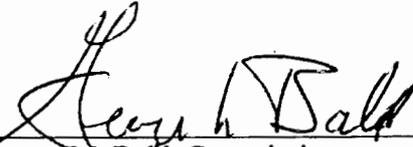
Performance Measure	Standard
Minimum enrollments	25
Entered Employment Rate	74%
Six Months Retention Rate	84%
Average Earnings	\$9,200

5. DOE shall track these funds separately for federal reporting purposes.

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



Witness



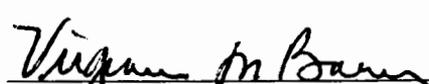
George M. Bald, Commissioner

11/3/11

Date



Witness



Virginia M. Barry, Ph.D., NHDOE Commissioner

11/10/11

Date

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

Approved as to form, substance, and execution:



Sr. Asst. Attorney General

11/16/11

Date

Approved by Governor and Executive Council:

At the 11/3/11 meeting. Item # 36 *pin*



Approved by Council 2/13/11 # 414
 STATE OF NEW HAMPSHIRE PO 1017115
 DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
 OFFICE OF THE COMMISSIONER

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

June 20, 2011

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

REQUESTED ACTION

Authorize the Department of Resource and Economic Development, Office of Workforce Opportunity to enter into a **retroactive and sole source** contract with NH Department of Education (VC#177900), Concord, NH in the amount of \$6,722,606 for the delivery of Workforce Investment Act re-employment services effective April 1, 2011 through June 30, 2015. 100% Federal Funds.

Funding is available in account titled, Workforce Opportunity as follows and pending budget approval for FY 2012 through FY 2015:

	FY12	FY13	FY14	FY15
03-35-35-350010-53360000-102-500731 Transfer to Agencies	\$1,849,952	\$1,624,218	\$1,624,218	\$1,624,218

EXPLANATION

This is a sole source contract based on the State Workforce Investment Board's designation of NH DOE to serve as the administrative entity for WIA Youth Funds. NH DOE in turn issues a Request for Proposals (RFP) for local service contractors every other program year. NH DOE last completed a RFP for local services in February 2011. This contract is retroactive due to DRED not receiving the Federal Grant Notice of Obligation from the US Department of Labor until May 27, 2011 with an effective date of April 1, 2011.

In executing its responsibilities as the Administrative Entity for Workforce Investment Act (WIA) Youth funds, the Department of Resources & Economic Development, Office of Workforce Opportunity, in consultation with the WIA State Workforce Investment Board (SWIB) has designated specific operational and fiscal responsibilities for WIA Youth funds to the NH Department of Education (DOE) through a contract agreement. As a condition of this agreement DOE assumes responsibility for the specific operational, fiscal and local monitoring responsibilities for the purpose of delivering services to WIA eligible youth, and agrees to carry out these duties consistent with all the conditions and terms of this agreement, and all applicable federal and state laws, regulations and requirements.

For major WIA service contracts, efficiency in operation is a paramount policy consideration for the State Workforce Investment Board, as disruption in service would adversely affect program clientele. Funds are allocated for the purpose of operating a standardized statewide program of services that requires significant training and program management experience and understanding, along with sufficient resources to reimburse the state for any disallowed costs incurred as a result of erroneous eligibility determinations.

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

Respectfully submitted,

GM


 George M. Bald
 Commissioner

Memorandum of Understanding

Between

NH Department of Resources & Economic Development
Office of Workforce Opportunity
64 Old Suncook Rd, Concord NH 03301
And

The New Hampshire Department of Education
21 Fruit Street, Walker Building
Concord, NH 03301

Section I. Parties and Purpose

The NH Department of Resources and Economic Development, Office of Workforce Opportunity (OWO) has contracted with the New Hampshire Department of Education (DOE), Bureau of Youth Services for the purpose of delivering services to Workforce Investment Act (WIA) eligible youth. As a condition of this Agreement, DOE assumes responsibility for the specific operational, fiscal and monitoring responsibilities cited in this Agreement for the purpose of delivering services to WIA eligible youth customers, and agrees to carry out these duties consistent with all the conditions and terms of this Agreement, and all applicable federal and state laws, regulations and requirements. This agreement shall be for a term beginning on April 1, 2011 through June 30, 2015.

The purpose of this Agreement is to establish the relationship between the OWO as the administrative agency of WIA funds and DOE as the WIA youth service delivery sub-recipient and to identify specific operational, fiscal and monitoring responsibilities for each party to this Agreement.

Implementation and oversight includes, but is not limited to the necessary programmatic and administrative monitoring and internal control systems to assure the appropriate use and integrity of WIA youth funds as administered by DOE.

Nothing contained in this Agreement shall be deemed to constitute a waiver of sovereign immunity of the State of New Hampshire, which immunity is hereby reserved to the State, its agencies and officials.

Both parties shall comply with the provisions of:

- 29 CFR Part 93 Restrictions on Lobbying

- 29 CFR Part 98 Government-wide Debarment and Suspension, Requirements for a Drug Free Workplace
- 29 CFR Part 37 Nondiscrimination and Equal Opportunity Requirements
- 29 CFR Part 97 Uniform Administrative Requirements for State, Local and Indian Tribal Governments (subject to the exceptions at 20 CFR Part 667~~ Subpart B)
- OMB Circular A-87 Cost Principles for State, Local and Indian Tribal Governments
- 29 CFR Parts 96 and 99, Audit Requirements
- The Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611)
- 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) relating to nondiscrimination on the basis of alcoholism
- Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. Section 794, 29 CFR Part 32) which prohibits discrimination on the basis of handicap
- 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
- The Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101-6107) 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) which prohibits discrimination on the basis of race, color or national origin
- Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended relating to nondiscrimination on the basis of drug abuse
- WIA Section 195 WIA General Program Requirements
- WIA Title I Program and Administrative Regulations: 20 CFR Part 671 ~~ National Emergency Grants, which (subject to the exceptions specified in 20 CFR Part 671)

refers to the general WIA administrative and program regulations at 20 CFR Part 667, Subpart B -- Administrative Rules, Cost, and Limitations and to 20 CFR Part 663 -- Adult and Dislocated Workers Activities.

In accordance with the Workforce Investment Act of 1998 (WIA), Federal Regulations and State Policy, both parties assure and certify that:

A. Civil Rights

- 1) For the purpose of applying the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 as amended, on the basis of a disability under the Rehabilitation Act of 1973 as amended and the Americans with Disabilities Act of 1990, on the basis of sex under the Title IX of the Education Amendments of 1972, or the basis of race, color, national origin or ethnicity under Titles VI of the Civil Rights Act of 1964, on the basis of alcohol abuse or alcoholism under the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 as amended, on the basis of drug abuse under the Drug Abuse Office and Treatment Act of 1972 as amended, programs and activities funded or otherwise financially assisted in whole or in part under this Act are considered to be programs and activities receiving Federal financial assistance.
- 2) No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any such program because of race, color, religion, sex, national origin, ethnicity, age, handicap, political affiliation or belief, citizenship status as a lawfully admitted immigrant authorized to work in the United States, drug or alcohol abuse, or alcoholism.
- 3) With respect to terms and conditions affecting, or the rights of individuals who are participants in activities supported by funds provided under WIA, such individuals shall not be discriminated against because of their participant status.
- 4) Participation in programs and activities financially assisted in whole or in part under WIA shall be open to citizens and nationals of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the Attorney General to work in the United States.

B. Equal Employment Opportunity

As a condition to the award of financial assistance under WIA from the Office of Workforce Opportunity, both parties (Office of Workforce Opportunity and DOE) assure, with respect to operation of the WIA funded program or activity, that they will comply fully with the nondiscrimination and equal opportunity provisions of Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of

1973, as amended; Title IX of the Education Amendments of 1972 as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37.

Section II. Scope of Function and Responsibilities

In order to ensure the proper execution of the responsibilities held at both the state and local level, the OWO and DOE will maintain systems to assure the appropriate use and integrity of WIA funds as administered by each party. Consistent with the intent of this Agreement, DOE agrees to foster the ongoing development of a working partnership between OWO and DOE staff.

Operational and oversight responsibilities held by DOE shall include, but not be limited to:

- A. Development and implementation of statewide WIA Title I youth services and/or programs consistent with the needs of the eligible group (Youth Age 14-21) in accordance with the direction set forth (current and future) by WIA Youth regulations, specifically as they apply to the development of out-of-school youth programs versus in-school youth programs.

Services and/or programs will not be duplicative of services/programs that are currently available and the services/programs will link as appropriate to the NH Works Centers. All services/programs will be an allowable WIA activity as defined by WIA regulations.

These functions at a minimum will include but not be limited to:

1. Referrals to Youth Program: DOE and its subcontractors will facilitate a statewide system of referrals of youth to WIA funded Youth Programs and NH Works Centers.
2. Registration/Eligibility Determination:
 - a. DOE shall develop an eligibility determination process in accordance with WIA regulations and OWO/Youth Council policy. A youth must be registered and determined eligible to participate in the program.
 - b. The OWO has approved a 2.5% (participant) exception to the low-income individual requirement for eligibility purposes as allowed under WIA regulations. DOE is responsible for developing guidelines (in conjunction with the Youth Council) for the use of this exception policy by subcontractors and for monitoring compliance to this policy.
3. Provide an Assessment of Each Youth Participant:
 - a. DOE and its subcontractor shall ensure the provision of an objective assessment of the academic levels, skill levels, and service needs of each participant, which assessment shall include a review of basic skills,

occupational skills, prior work experience, employability, interests, aptitudes, supportive service needs, and developmental needs.

- b. A new assessment is not necessary if it is appropriate to use a recent assessment conducted pursuant to another education or training program.
- c. This assessment shall occur prior to delivery of training. If the student is rolling over into a subsequent year WIA Youth funded contract, an assessment is required for determining pre and post goals (academic, work readiness and/or occupational goals).

4. Develop Service Strategies for Each Participant:

- a. DOE and its subcontractors shall identify an employment goal, appropriate achievement objectives, and appropriate services for each participant based on the above assessment.
- b. An appropriate service strategy recently developed for the participant under another education or training program may be used instead of developing a new strategy.
- c. If the student is rolling over into a subsequent year WIA Youth funded contract, a strategy update is required for determining further service needs.

5. Provide Training, Support, Follow-up and Guidance:

- a. DOE and its subcontractors shall ensure the provision of the following program components (10 essential elements), as appropriate to individual needs.
 - 1. Tutoring, study skills training, and instruction
 - 2. Alternative secondary school services
 - 3. Summer employment opportunities linked to academic and occupational learning
 - 4. Paid and unpaid work experience, including internships and job shadowing
 - 5. Occupational skill training
 - 6. Leadership development opportunities
 - 7. Supportive services
 - 8. Adult mentoring for a period of not less than 12 months
 - 9. Follow-up services for not less than 12 months after completion of participation
 - 10. Comprehensive guidance and counseling, including drug and alcohol abuse counseling if appropriate

6. Provide Information and Referrals:

- a. DOE and its subcontractors shall ensure the provision of information on all applicable services available through eligible providers and NH Works partners.
- b. Provide referrals to appropriate training and educational programs that have the capacity to serve the participant on a sequential or concurrent basis.

7. One-Stop Services to Youth:

- a. WIA youths, aged 18-21, may also be eligible for services supported through WIA Adult or Dislocated Worker funds. DOE and/or its subcontractors shall make the appropriate referrals to allow the youth 18-21 to access appropriate services through the NH Works Centers, or other WIA supported options.
- b. Written material will be provided from DOE to the NH Works Center staff on PY 2010 WIA youth programs in their geographic area for referral purposes.
- c. DOE will ensure that WIA out-of-school youth (OSY) program providers make presentations to all of the NH Works teams during the OSY program recruitment period (within 90 days after OSY provider contract start date) for referral purposes.
- d. DOE will ensure that Youth 17 years of age or younger have access to self-referral and informational core services at the NH Works Centers. Referrals can be made to Adult Basic Education for GED or work on a high school diploma, to NH Community Technical Colleges for skill training (a PELL grant may help pay for training), to New Hampshire Employment Security for help seeking a job, to group training funded by WIA Title I Youth, and/or to any other agency that can better serve the individual (TANF, Vocational Rehabilitation, etc.).

B. Issuance of a Request for Proposal (RFP) every two years, and contracting with local Youth Service Providers based on funding decisions voted on by the WIA Youth Council.

1. Preparation of the appropriate documents for the award and payment of WIA Title I youth funds to local service providers, vendors and/or subcontractors. This includes negotiating and finalizing an actual contract for services and establishing a reimbursement system.
2. DOE may negotiate up to a 10% increase above the Youth Council approved total contract amount for any local program if the need exists as determined by DOE staff, subject to the availability of funds and with the written consent of the Office of Workforce Opportunity Director.

C. Development of financial systems for the planning and budgeting of WIA youth funds.

1. DOE shall develop and maintain such internal controls and other administrative requirements to appropriately plan and budget the use of WIA youth funds.
2. DOE shall provide the OWO Director a detailed line-item budget for the program and administrative expenditures, by no later than July 31st of each year funded under this agreement.

D. Development of appropriate operational WIA program guidelines, handbooks, procedures, and continuous improvement plans.

1. The above documents shall be developed to establish and carry out program and administrative requirements and to ensure federal and state goals, objectives, and Federal DOL and statewide performance measures for youth age 14-21 are met.
 2. WIA youth program guidelines must be reviewed, updated and adopted by written consent of the OWO Director each new program year for which DOE receives WIA Youth funding.
- E. Conduct statewide fiscal and program monitoring activities on an annual basis to ensure program compliance by each subcontractor.
1. DOE shall submit a complete copy of each monitoring report (including correction action resolution reports) to the OWO Director and facilitate problem resolution for any audit and/or compliance findings.
- F. Comply with OWO monitoring schedule requirements and provide access to information and staff for compliance monitoring purposes.
1. DOE shall respond to monitoring reports and/or corrective action directives within the time specified by the OWO, and shall assist with problem resolution for any audit and/or compliance findings noted by OWO, its auditor, or any federal regulatory review body.
- G. Provide technical assistance for subcontractors around WIA Title I Youth issues, rules and regulations, and other issues relevant to program implementation and success.
1. DOE shall serve as the primary source of technical assistance for WIA Title I subcontractor staff, consulting with the OWO as appropriate.
- H. Provide data and reports to the Youth Council and/or OWO as requested.
1. Such activities will include participation in WIA/Wagner Peyser State Plan revisions, pilot projects, or other undertakings of the Youth Council/OWO.
- I. Cooperate with partners in the mutually agreed-upon fair share allocation of funds.
1. DOE will support the implementation and maintenance of WIA tracking and reporting systems (i.e., WIA case management system, PACIA, and Customer Satisfaction Surveys).
- J. Confidentiality
1. DOE agrees to ensure that DOE staff and the staff of its subcontractors maintain the confidentiality of any information regarding project applications or participants and their

immediate families that may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source.

2. Without the permission of the WIA applicant/participant such information shall be divulged only as necessary for purposes related to the performance or evaluation of this cooperative Agreement and to persons having responsibilities under the cooperative Agreement.
3. DOE agrees to take reasonable steps to ensure the physical security of such data under its control and will inform each of its employees, vendors and subcontractors having any involvement with personal data or other confidential information of the laws and regulations relating to confidentiality.

K. Youth Voices Project

1. The DOE WIA Youth Administrator shall serve as the project coordinator for the Youth Voices sub-committee of the Youth Council, and as such shall provide an update on all Youth Voices activities at each Youth council meeting, or as requested by the Youth Council Chair.

L. Youth Vision State Team

1. The DOE WIA Youth administrator shall serve on the Youth Vision State Team, which is a subcommittee of the Youth Council. It is anticipated that the DOE WIA Youth Administrator will play a lead role in the ongoing development of Youth Vision State Team and as such, report on team progress to the Youth Council on a regular basis.

Furthermore, DOE acknowledges that the OWO is the primary contact with the US Department of Labor (USDOL). As such, all DOE communication with USDOL pertaining to WIA Title I must be directed through appropriate OWO staff. In signing this Agreement, DOE acknowledges and understands the boundaries and authority implicit in this arrangement.

Performance goals and outcomes

A. Youth Performance

1. DOE will be responsible for achieving all of the WIA assigned youth performance measures as defined by WIA regulation and interpreted by the OWO. Performance measures may be revised as a result of negotiations with the U.S. Department of Labor at which time DOE will be notified in writing. Additionally, DOE will be notified in the event of WIA reauthorization within the duration of this Agreement, and instructed on the applicability of new performance measure requirements.

2. DOE will put in place a system to monitor and continuously improve performance. The OWO will monitor performance goals and outcomes on a regular basis and provide written corrective action and/or continuous improvement suggestions as needed. Failure to respond in the specified period of time and/or implement the recommended corrective action and/or continuous improvement suggestions within a reasonable period of time may result in suspension or termination of this Agreement. The Youth Council/OWO may use performance outcomes in determining WIA Title I Youth sub-recipient contractors for future funding.
3. The OWO reserves the right to modify the performance goals and outcomes identified in this Agreement to reflect future (WIA) federal regulations and/or guidance on performance measures.

B. Co-Enrollment Performance Measures

1. 18-21 year olds being served with adult funding may choose to be co-enrolled in a youth funded activity; or an 18-21 year old being served with youth funding may choose to be co-enrolled in an adult funded activity, providing adequate funding is available to support the co-enrollment activities chosen. Co-enrolled 18-21 year olds will be reported out in both the Adult and appropriate Youth performance measures.
2. In the case of co-enrolled youth each partner (i.e., DOE and the WIA Title I Adult and Dislocated Worker sub-recipient) will equally be responsible for ensuring that both the adult and youth performance measures are met. DOE management staff is responsible for ensuring that youth service providers are aware of all WIA adult performance measures and work with adult program personnel to achieve identified goals.

Participant and program reporting requirements

- A. DOE will utilize the state reporting system (e-Teams) for all WIA and related case management and client tracking/reporting functions. DOE will work in concert with the NH Economic and Labor Market Information (ELMI) agency to assure that the appropriate data is collected and tracked by DOE so that ELMI may process quarterly and annual information on all individuals participating in the WIA Title I Youth programs.
- B. DOE will develop and implement systems to collect appropriate supplemental data for customers that will not be included in the UI Wage Data. Supplemental data must be documented and verified by DOE. All data will be captured and reported according to WIA regulations, DOL Training and Employment Guidance Letters (TEGL), the Laws and Regulations of the State of New Hampshire, OWO policy, and other Federal and State Laws as appropriate and related to the reporting procedures.

- C. DOE will develop and implement systems to ensure the accurate collection and documentation of participant file information consistent with Federal Data Validation reporting requirements, and conduct data validation monitoring in collaboration with the OWO consistent with federally established timelines. In addition, DOE shall be responsible for responding to any and all corrective action as a result of data validation findings.
- D. DOE will work with ELMI to verify the completeness and accuracy of the reports and will work through any differences in interpretations.
- E. DOE will participate in the process of data collection for the purposes of Customer Satisfaction, which will be completed by a vendor under contract with the OWO.
- F. Future implementations/enhancements of State Reporting Systems may identify a different schedule and location for reporting. Those changes will be automatically integrated into this Agreement.
- G. DOE will submit all required participant reports to the OWO and enter all required participant data into e-Teams no later than 10 working days from the date of the last day of each quarter covered under this agreement.
- H. DOE will work with the OWO and ELMI to provide the necessary participant and performance information for the Annual Report.
- I. DOE shall submit a formal narrative performance report to support/explain performance data results in January (mid- point report) and July (end of program year report) for each year this contract is in effect. Each report shall include a summary of program highlights and specific course correction plans if performance is not being met, as well as a line-item plan vs. actual budget analysis.

Section III. Pricing / Payments

This cost reimbursement agreement for services between NH Department of Education (DOE) and NH Department of Resources & Economic Development, Office of Workforce Opportunity (OWO) will be for a term beginning April 1, 2011, and terminating on June 30, 2015. Total payments under this agreement shall not exceed the total amount of funds allocated for WIA Youth Local Program funds for each program year for which this contract is valid, and shall be expended consistent with program and administrative costs categories outlined below. These funds are made available through Workforce Investment Act (CDFR# 17.259) state formula funds, which are awarded on an annual basis, and shall be used in accordance with all applicable US DOL Workforce Investment Act (WIA) rules and regulations.

DOE does not have authority to expend any funds beyond those that are allocated below for each Program Year, unless this agreement is otherwise modified by DRED.

	PY10	PY11	PY12	PY13	PY14
WIA Youth Local Program Funds	250,000	1,433,456	1,478,038	1,478,038	1,478,038
WIA Youth Local Administration	22,500	143,996	146,180	146,180	146,180
TOTAL FUNDS	\$272,500	\$1,577,452	\$1,624,218	\$1,624,218	\$1,624,218

Upon presentation of an invoice for such services and related expenses, which shall be billed monthly the amount of the invoice shall be payable to DOE in accordance with the State 30 day minimum payment schedule.

Invoices shall be sent to: Office of Workforce Opportunity
 Attn: Tammy Moore
 172 Pembroke Road
 PO Box 1856
 Concord, NH 03302-1856

Payment shall be made to: NH DOE
 Attn: Sharon DeAngelis
 21 Fruit St., Suite 20 Walker Building
 Concord, NH 03301

Financial performance and reporting requirements:

1. DOE will be responsible for achieving the financial performance goal of 100% expenditure of program year funds awarded via this agreement by the completion of each program year, and when applicable 100% expenditure of year two follow up services by the end of the program year in which the follow up services are delivered.
2. DOE will track program funds by Program Years, and separate from other funds previously received by DOE.
3. Invoices are due monthly and by the 30th of the month following the month end date.
4. DOE shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized OWO staff and/or its auditors.
5. DOE and the OWO agree that financial reports shall be itemized by administrative and program expenses.

6. The OWO reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by OWO and/or the State of New Hampshire.
7. DOE shall adhere to all cash management policies and procedures stipulated in the body of this agreement, Appendix A - Assurances and Certifications and all other applicable WIA federal, State and OWO cash management regulations and policies.
8. DOE is solely responsible for paying to the OWO any and all disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
9. DOE shall submit a mid-point (December) and year end (June) plan vs. actual line-item budget analysis to the OWO for budget monitoring purposes. These reports are due no later than 30 days from the end-of-month noted.

Section IV. Other Provisions

1. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
2. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
3. In the event of an early termination of this Agreement for any reason other than the completion of the Services, DOE shall deliver to the Office of Workforce Opportunity, not later than forty-five (45) days after the date of termination, an invoice for services rendered which shall be paid by the Office of Workforce Opportunity within ten (10) business days.
4. In connection with the performance of the services, the Office of Workforce Opportunity shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Office of Workforce Opportunity, including, but not limited to civil rights and equal opportunity laws.
5. Both Agencies, through their Commissioners, will attempt to resolve any disputes, and if they can't the dispute shall be submitted to the Attorney General and the Attorney General's decision shall be final.

6. Any one or more of the following acts or omissions of the Office of Workforce Opportunity or DOE shall constitute an event of default hereunder ("Events of Default"):
 - failure to pay timely; or
 - failure to submit any report required hereunder; or
 - failure to perform any other covenant or condition of this Agreement.

7. Upon the occurrence of any Event of Default, the non-defaulting party may take any one, or more, or all, of the following actions:
 - give the defaulting party 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 notice of termination; and
 - give the defaulting party written notice specifying the Event of Default and suspend all services under this Agreement until such time as the Event of Default has been cured; and
 - treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

8. 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. On and after the Effective Date, all data, and any property which has been received from either party or purchased with funds provided for that purpose under this Agreement, shall be the property of that party, and shall be returned to that party upon demand or upon termination of this Agreement for any reason.

9. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

10. To facilitate the performance of this Agreement, the following positions are designated as liaisons between DOE and OWO:

For DOE:
WIA Youth Administrator (603) 271-3805
NH DOE

21 Fruit Street, Suite 20, Walker Building
Concord, NH 03301

For OWO:
Bonnie St.Jean, Administrator (603) 271-7275
Office of Workforce Opportunity
172 Pembroke Road
Concord, NH 03302

11. Neither party shall be liable for delays caused by fire, accident, labor dispute, war, insurrection, riot, act of government, act of God, or any other cause reasonably beyond its control; but each party shall use all reasonable efforts to minimize the extent of any such delay.
12. Neither party may assign its rights or delegate its obligations hereunder without the prior written consent of the other party, which consent will not be unreasonably withheld, provided that DOE may assign its rights to receive monies due and becoming due.
13. Neither party shall be deemed to have waived any right hereunder unless such waiver is in writing and executed by a duly authorized officer of the waiving party. No waiver by either party of any right hereunder shall constitute a waiver of any right on any other occasion.
14. The invalidity or unenforceability, in whole or in part, of any provision, term or condition hereof shall not affect the validity or enforceability of the remainder of such provision, term or condition or of any other provision, term or condition.
15. This Agreement shall be construed in accordance with the laws of the State of New Hampshire and is binding upon and inures to the benefits of the parties and their respective successors and assigns.
16. Captions of the sections of this Agreement are for reference purposes only and do not constitute terms or conditions hereof. The parties acknowledge that they have thoroughly reviewed this Agreement and bargained over its terms. Accordingly, neither party shall be considered responsible for the preparation of this Agreement, which shall be deemed to have been prepared jointly by both parties. The provisions of the Agreement allocate the risks between the parties. The terms and conditions included herein reflect this allocation of risk, and each provision herein is part of the bargained for consideration of this Agreement.

17. The General Provisions of this Agreement as written constitute the entire Agreement between the Office of Workforce Opportunity and DOE, and supersedes all prior Agreements and understandings.

**New Hampshire
Department of Education**

**NH Department of Resources &
Economic Development**

Virginia M. Barry 6/21/11
Virginia M. Barry, Ph.D. Date
NHDOE Commissioner

George M. Bald 6/24/11
George M. Bald, Date
DRED Commissioner

Bonnie Jordan
Witness

[Signature]
Witness

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

Date: 6/29/2011

By: [Signature]

Approved by the Governor and Council

Date: 7/13/11

Item # 44

gm

EPLS

Excluded Parties List System



Search - Current Exclusions

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- > [State/Country Code Descriptions](#)

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Search Results for Parties Excluded by

Firm, Entity, or Vessel : New Hampshire Department of Education

As of 01-Nov-2012 9:01 AM EDT

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