



MAR 10 '15 PM 12:33 DAS

31 [Handwritten initials]

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

February 20, 2015

Sole Source

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

REQUESTED ACTION

Authorize the Department of Resource and Economic Development, Office of Workforce Opportunity to enter into a **sole source** Memorandum of Understanding (MOU) with NH Department of Education (VC#177900), Concord, NH in the amount of \$7,500,000 for the delivery of Workforce Innovation & Opportunity Act (WIOA) re-employment services for eligible youth effective April 1, 2015 or upon Governor and Executive Council approval, whichever is latest, through June 30, 2019. 100% Federal Funds.

Funding is available in account titled, Workforce Opportunity as follows and pending budget approval for FY 2018 and FY 2019:

	FY16	FY17	FY18	FY19
03-35-35-350010-53360000-102-500731 Transfer to Agencies	\$2,100,000	\$1,800,000	\$1,800,000	\$1,800,000

EXPLANATION

This is a **sole source** MOU based on the State Workforce Investment Board's designation of NH Department of Education (DOE) to serve as the administrative entity for WIOA Youth Funds. DOE is responsible for the procurement of local services statewide. A Request for Proposals (RFP) for local service contractors is issued every other program year. NH DOE last completed a RFP for local services in February 2015.

In executing its responsibilities as the Administrative Entity for Workforce Innovation and Opportunity Act (WIOA) Youth funds, the WIOA State Workforce Investment Board (SWIB) in consultation with the Department of Resources & Economic Development, Office of Workforce Opportunity has designated specific operational and fiscal responsibilities for WIA Youth funds to the DOE through this MOU. 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 WIOA 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 WIOA 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,

[Handwritten mark]

Jeffrey J. Rose
Commissioner

Memorandum of Understanding (MOU)

Between

**NH Department of Resources & Economic Development
Office of Workforce Opportunity
172 Pembroke Road, 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 Innovation Opportunity Act (WIOA) eligible youth. As a condition of this Agreement, DOE assumes responsibility for the specific operational, fiscal, procurement and monitoring responsibilities cited in this Agreement consistent with serving as the administrative entity responsible for contracting for the delivery of services to WIOA eligible youth, and agrees to carry out these duties in accordance 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, 2015 through June 30, 2019 contingent upon Governor and Council approval.

The purpose of this Agreement is to establish the relationship between the OWO as the designated administrative entity for WIOA funds in NH and DOE as the state-level sub-recipient of WIOA youth services responsible for specific operational, fiscal management, and monitoring responsibilities.

DOE WIOA youth program implementation and oversight responsibilities shall include, but not be limited to programmatic, administrative monitoring and management of internal control systems to assure the appropriate use and integrity of WIOA youth funds administered by DOE.

Section II. Scope of Function and Responsibilities

Consistent with the intent of this Agreement, DOE agrees to foster the ongoing development of a working partnership between OWO and DOE staff. 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 WIOA programs must be directed through appropriate OWO staff. In signing this Agreement, DOE acknowledges and understands the boundaries and authority implicit in this arrangement.

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

- A. Development and implementation of statewide WIOA Title I youth services and/or programs consistent with the needs of the eligible group in accordance with the direction set forth (current and future) by WIOA 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 WIOA activity as defined by WIOA regulations.

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

1. Referrals to Youth Programs: DOE and its subcontractors will facilitate a statewide system of referrals of youth to WIOA funded Youth Programs and NH Works Centers.
2. Registration/Eligibility Determination:
 - a. DOE shall develop an eligibility determination process in accordance with WIOA 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 if allowed under WIOA 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 WIOA 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 WIOA Youth funded contract, a strategy update is required for determining further service needs.

5. Provide Training, Support, Follow-up & Guidance (Required Essential Elements) DOE and its subcontractors shall ensure the provision of the following program components as appropriate to individual needs.
 - a. Tutoring, study skills training, and instruction
 - b. Alternative secondary school services
 - c. Summer employment opportunities linked to academic and occupational learning
 - d. Paid and unpaid work experience, including internships and job shadowing (20% of funds for paid work experience)
 - e. Occupational skill training
 - f. Leadership development opportunities
 - g. Supportive services
 - h. Adult mentoring for a period of not less than 12 months
 - i. Follow-up services for not less than 12 months after completion of participation

- j. Comprehensive guidance and counseling, including drug and alcohol abuse counseling if appropriate
 - k. Contextualized education, financial literacy education, entrepreneurial skills training, services that provide labor market and employment information in in-demand industry sectors, and
 - l. Services that help youth prepare and transition to postsecondary education and training
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. Older WIOA youth may also be eligible for services supported through WIOA Adult or Dislocated Worker funds. DOE and/or its subcontractors shall make the appropriate referrals to allow these access to appropriate services through the NH Works Centers, or other WIOA supported options.
 - b. DOE Youth staff shall provide a list of youth program services to the NH Works Center staff annually to promote referral.
 - c. DOE will ensure that WIOA out-of-school youth (OSY) program providers make presentations to the local NH Works team(s) during the OSY program recruitment period (within 90 days after OSY provider contract start date) to foster referrals and collaboration of services.
 - d. DOE will ensure that younger youth have access to self-referral and informational services available through the local NH Works Centers. Referrals can be made to Adult Basic Education for HiSET 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 WIOA Title I Youth, and/or to any other agency that can assist the youth (TANF, Vocational Rehabilitation, etc.).

- B. Local Contract Procurement: NH DOE shall issue a Request for Proposal (RFP) no less than once every two years to identify local Youth Service Providers. Compliant proposals shall be reviewed, scored and recommended for funding based on program, geographic and funding criteria established by the Youth Council. DOE WIOA funded staff will be responsible for:
1. Preparation of the appropriate documents for the award and payment of WIOA 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 planning/budgeting of WIOA youth funds.
1. DOE shall develop and maintain such internal controls and other administrative requirements to appropriately plan and budget the use of WIOA youth funds.
 2. DOE shall provide the OWO Director a detailed line-item budget for the program and administrative expenditures, by no later than April 1st of each year funded under this agreement.
- D. Development of appropriate operational WIOA 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 WIOA Youth are met.
 2. WIOA youth program guidelines must be reviewed, updated and adopted by written consent of the OWO Director each new program year for which DOE receives WIOA 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 WIOA 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 WIOA 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 WIOA/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 WIOA tracking and reporting systems (i.e., WIOA 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 WIOA 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 Council

1. The DOE WIOA Youth Administrator shall serve as staff to the Youth Council, assisting in establishing and facilitating quarterly meetings.

L. Youth Voices Project

1. The DOE WIOA 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.

M. Youth Vision State Team

1. The DOE WIOA Youth Administrator shall serve on the Youth Vision State Team, which is a subcommittee of the Youth Council. It is anticipated that the DOE WIOA 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.

Performance goals and outcomes for which DOE shall be accountable shall include, but not be limited to the following:

A. Youth Performance

1. DOE will be responsible for achieving all of the WIOA assigned youth performance measures as defined by WIOA 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.
2. DOE will put in place an internal system for monitoring performance, and actions to be taken to continuously improve performance.
3. 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.
4. The Youth Council/OWO may use performance outcomes in determining WIOA Title I Youth sub-recipient contractors for future funding.
5. The OWO reserves the right to modify the performance goals and outcomes identified in this Agreement to reflect future (WIOA) federal regulations and/or guidance on performance measures.

B. Co-Enrollment Performance Measures

1. Older youth being served with adult funding may choose to be co-enrolled in a youth funded activity; or conversely older youth 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 youth 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 WIOA 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 WIOA 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 WIOA and related case management and client tracking/reporting functions.
- B. 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 WIOA Title I Youth programs.
- 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. DOE will survey all youth at the time of exit from the program, analyze the results and share reports with OWO on a quarterly basis.

- 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, including participant success stories.
- I. DOE shall submit a formal narrative performance report to support/explain performance data results in January (mid- point report) and June (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 to ensure expenditures are on balance.

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, 2015 and terminating on June 30, 2019. Total payments under this agreement shall not exceed \$7,500,000 in accordance with the planned total amount of funds allocated for WIOA 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 Innovation Opportunity 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 Innovation Opportunity Act (WIOA) rules and regulations.

While it is understood that DOE will use the State Accounting System known as Lawson for the overall tracking of funds within the State system, NH DOE fiscal management must manage the funds allocated via this agreement in accordance with the federal program years, limit expenditures to the line-item budgets approved annually and all other fiscal management conditions set forth in this agreement.

DOE accounting staff shall manage contract funds and invoice for services rendered in accordance with the following parameters:

- *DOE must have system for tracking accrual and actual expenditures against the annual line-item budget approved by OWO for each year covered within this agreement.*
- *DOE does not have authority to expend funds beyond those that are allocated for each Program Year (see chart below), unless this agreement is otherwise modified in writing by OWO.*
- *DOE does not have authority to roll-over funds from one program year into another, unless otherwise approved by OWO through a written modification of this agreement.*
- *DOE Administrative funds shall not exceed 9% of expenditures.*
- *DOE understands that the funds allocated below are estimated based on a typical annual allocation of federal funds for WIA Youth services. Furthermore, DOE understands that the actual amounts available to DOE for expenditures will be determined annually based on actual funds available, which will be managed through an approved line-item budget process.*
- *For planning purposes NH DOE shall use the estimated funds outlined below.*
- *DOE shall adhere to the limitations on the use of funds as outlined in the chart below for each program year.*

	PY15	PY16	PY17	PY18
WIOA Youth Local Administration @9%	\$189,000	\$162,000	\$162,000	\$162,000
WIOA Youth Local Program Funds	\$1,911,000	\$1,638,000	\$1,638,000	\$1,638,000
TOTAL FUNDS	\$2,100,000	\$1,800,000	\$1,800,000	\$1,800,000
<ul style="list-style-type: none"> • Minimum Funding for OSY Programs – 75% of expenditures each year • Minimum Funding for Work Experience – 20% of expenditures each year 				

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: Julie Pelletier
 172 Pembroke Road
 PO Box 1856
 Concord, NH 03302-1856

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

Financial performance and reporting requirements:

- DOE will be responsible for achieving the financial performance goal of 100% expenditure of program year funds consistent with the annual approved line-item budget as a condition of 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.
- DOE will track program funds by Program Years, and keep separate from other funds previously received by DOE.
- Invoices are due monthly and by the 30th of the month following the month end date.
- 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.

- DOE and the OWO agree that financial reports shall be itemized by administrative and program expenses, as well as delineate program fund expenditures for work experience and OSY activities.
- 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.
- 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 WIOA federal, State and OWO cash management regulations and policies.

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 WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.

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

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.

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

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.

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.

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.

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.

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.

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.

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

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

For DOE:

*WIOA Youth Administrator (603) 228-4124
NH DOE
21 Fruit Street, Walker Building
Concord, NH 03301*

For OWO:

*WIOA Program Administrator (603) 271-7275
Office of Workforce Opportunity
172 Pembroke Road
Concord, NH 03302*

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.

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.

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.

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.

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.

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.

Section V - WIOA Assurances and Certifications/ Special Provisions

The contractor assures and certifies that they will comply with applicable WIOA assurances and the Special Provisions as outlined below:

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

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

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

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

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

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

It is the responsibility of DRED to notify the sub-recipient/contractor in writing of any proposed or promulgated amendments of the Act, Federal Regulations, or

State Policy to allow the sub-recipient/contractor a reasonable time to effect compliance.

7. Other Applicable Statutes -The sub-recipient/contractor shall comply with the provisions of:

- 29 CFR Part 37 Nondiscrimination and Equal Opportunity Requirements
- OMB "Super Circular" Audits of States, Local Governments and Non-Profit Organizations
- The Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, 42 U.S.C 12101-12213 and 47 U.S.C 225 and 611)
- Hatch Act (5 U.S.C. Subsection 1501 -1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds
- Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 as amended (P.L.91-616)
- Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. Section 794, 29 CFR Part 32)
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. Subsection 1681-1683, and 1685 and 1686)
- The Age Discrimination Act of 1975 as amended (42 U.S.C. Section 101-61 07) Title VI of the Civil Rights Act of 1964 (P.L. 88-352 / 29 CFR Part 31)
- Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255)as amended
- Davis-Bacon Act (40 U.S.C. Subsection 276a to 276a-7) regarding labor standards for federally assisted construction sub- agreements
- Copeland Act (40 U.S.C. Subsection 276C and 18 U.S.C. Subsection 874) regarding labor standards for federally assisted construction sub-agreements
- Contract Work Hours and Safety Standards Act (40 U.S.C. Subsections 327-333) regarding labor standards for federally assisted construction sub-agreements
- Occupational Safety and Health Act, including State and Federal law which are applicable to similarly employed employees of the same employer who are not participants in programs under WIA/WIOA.
- Implementation of the Priority of Service provisions of the Jobs For Veterans Act (73 fed. Reg. 78132)

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

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

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

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

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

number of members of a labor organization shall be established only after full consultation with such labor organizations.

16. Displacement Funds - provided under this Act shall only be used for activities that are in addition to those which would otherwise be available in the area in the absence of such funds.

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

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

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

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

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

17. Financial Management - GAAP shall be used, or in absence of such system, the sub-recipient/contractor shall maintain a financial and accounting system that provides adequate internal controls and records to allow DRED, USDOL, State auditors, etc. to audit and monitor the sub-recipient/contractor's programs.
- Bank accounts shall have FDIC coverage.
 - Funding advances are discouraged. Cost reimbursement is the preferred method. However, should advances be approved, minimal time between fund requests and expenditures shall exist, and in NO event shall advances exceed 10% of sub-recipient/contractor's contract.

- All grant expenditures shall be supported with source documentation such as cancelled checks, invoices, etc. Sufficient internal controls shall exist to prevent fraud and program abuse.
- Any person with knowledge of fraud, abuse, or criminal activity shall report such activity to DRED within three(3) working days of obtaining such knowledge.

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

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

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

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

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

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

- Records including books of account for the expenditure of WIOA funds to enable DRED, the State, or USDOL to audit and monitor the program.
- Records concerning each employee and participant involved in a WIA/WIOA program. Records shall provide information required by DRED and outlined in the contract.
- The sub-recipient/contractor shall observe the Federal and State regulatory policies regarding public access to records and confidentiality of personnel records maintained for a program under this grant.

20. Title to Property - Title to any and all real or non-expendable personal property received or acquired by the sub-recipient/contractor under this grant or through use of funds or proceeds from funds provided under this grant are subject to the

terms and conditions of use and disposition as set forth in WIOA and State surplus property regulations.

21. Relocations - The sub-recipient/contractor shall not use funds under the Act to assist in relocating establishments, or parts thereof, from one area to another unless such relocations will not result in an increase in unemployment in the area of original location or in any other area.
22. Program Management - The sub-recipient/contractor shall monitor its programs monthly. Written policies and procedures shall be established, implemented, in effect, and followed. Policies shall include procedures for collecting performance information, assessing performance problems, developing and implementing appropriate remedial actions, and shall provide descriptions of each activity and service provided under the contract.

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

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

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

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

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

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

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

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

26. Eligibility The sub-recipient/contractor shall establish effective systems to ensure accurate participant eligibility review determinations exist. Changes in eligibility status may only be done by designated eligibility staff. Eligibility determinations shall be made on forms and/or case managements systems provided by the OWO for that purpose and shall be made and remade at such times as are prescribed by the OWO.

27. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made

hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

28. Documentation: In addition to the determination forms required by the OWO, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the OWO requests, particularly for data validation purposes. The Contractor shall furnish OWO with all forms and documentation regarding eligibility determinations and services that OWO may request or require.
29. Mandated Data Entry Systems: The Contractor will be legally obligated to enter data required by OWO and/or the US Department of Labor, relating to all participants served during the contract period in the case management system mandated by OWO (i.e., E-Teams for WIOA services). Contractors shall be responsible for keeping participants files up-to-date, especially in time to meet quarterly reporting deadline requirements.
30. Assessment - Once enrolled, the sub-recipient/contractor shall make or have made a more detailed assessment for each participant. Specific assessment requirements are outlined in the contract body.
31. Participants Rights and Benefits Every participant, prior to entering a WIOA activity shall be informed of that individual's rights and benefits in connection with the activity including but not limited to:
- Working conditions; Nondiscrimination;
 - Confidentiality of personnel participant information;
 - Personnel policies applicable to the individual participant's circumstances;
 - The WIOA complaint and Hearing Procedure: and if the participant is still active in a partners' services, the sub- recipient/contractor must provide information pertinent to the complaint to DRED, and attend and testify on behalf of DRED at the fair hearing if so requested; and
 - The complaint procedures provided by the sub-recipient/contractor. (O.J.T. participants will first follow specific complaint hearing procedures of their employers.)
32. Grievance Procedures/Customer Complaints: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out

an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with the required grievance policy.

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

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

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

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

- The minimum wage rate specified in section (6) (a) (1) of the Fair Labor Standards Act;
- The prevailing wage rate for persons similarly employed;
- The minimum entrance wage rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the

establishment, the prevailing entrance wage rate for the occupation in other establishments in the area;

- The wage rate required by an applicable collective bargaining agreement; or
- The prevailing wage rate established by the Department of Labor in accordance with the Davis-Bacon Act

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

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

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

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

38. Confidential Information - Where possible, the identity of any person who has furnished information relating to, or assisted in, an investigation of a possible

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

39. Access to Records/Audits - All WIOA records shall be accessible to authorized Federal and State staff. Further, if subject to an audit performed under the guidelines of Federal Office of Management and Budget Super Circular, such audit shall include any and all funds provided by DRED to sub-recipient/contractor during the period of time covered by such audit. Sub-recipient/contractor assures that a copy of the final audit which pertains to such funds shall be forwarded to DRED within thirty (30) days following the final audit's issuance date.
40. Sanctions - In the event of noncompliance with the contract or these Assurances, DRED may, with written notice to the sub-recipient/contractor stating the reasons therefore, immediately terminate, suspend or transfer all or part of the funding provided under this contract or take action, or direct such other action be taken by the sub- recipient/contractor, pertaining to program or financial operations as DRED deems necessary. If the sub- recipient/contractor has been found to be in violation of the non-discrimination and/or equal opportunity provisions of WIOA, DRED shall follow their policy, based on the administrative procedures set forth in the Act.

41. Reimbursement to DRED - The sub-recipient/contractor shall be responsible for refund, repayment, and reimbursement for funds under the following conditions:

- When any or all monies provided under this contract or under any previous contract have been expended by the sub-recipient/contractor in a manner or for a purpose determined by DRED as a result of audit or monitoring to be in violation of the provisions of the contract, Act, Federal Regulation, or State Policy, such sum shall be due and owing to DRED and shall be repaid to DRED immediately, upon demand, from non-federal funds; and
- When any cost charged to or any expenditure of, funds or proceeds of funds provided under this contract or under previous contract is not supported, documented or otherwise accounted for by the sub-recipient/contractor as required by the contract, Act, Federal Regulations, or State Policy, and is determined by DRED not to be an allowable or allocable cost or expenditure, such sum shall be due and owing DRED and shall be repaid to DRED immediately, upon demand, from non-federal funds.

42. Additional Standards - DRED may, in lieu but not to the exclusion of suspension or termination, or transfer, impose additional standards of performance on the sub-recipient/contractor if DRED determines on the basis of monitoring, audits or evaluation, that the sub-recipient/contractor has a history of poor performance; is not financially stable; or has a management system which does not meet DRED standards as set forth in this contract.

- A meeting between DRED and the sub-recipient/contractor will occur for discussion of DRED's concerns regarding the sub-recipient/contractor's performance before DRED imposes additional standards of performance upon the sub-recipient/contractor.
- In imposing additional standards of performance, DRED shall notify the sub-recipient/contractor of the additional standards imposed; an explanation as to why the standards are needed; and any corrective actions which must be taken by the sub-recipient/contractor to have the additional standards removed.

43. Cessation or Transfer of Activities - In the event of notification to the sub-recipient/contractor of termination, suspension or transfer by DRED, the sub-recipient/contractor shall, at the direction of DRED, immediately cease and desist from any and all expenditure, commitment or encumbrance of any and all monies received by the sub- recipient/contractor under this or any previous contract with DRED. Any monies so received by this sub- recipient/contractor and remaining at the time of termination, suspension or transfer shall be immediately refunded or otherwise disposed of by the sub-recipient/contractor in accordance with the directions of DRED.
- In the event of termination, suspension or transfer, the sub-recipient/contractor warrants that it will fully cooperate with and provide all reasonable assistance to DRED in effecting or maintaining continuity of services to participants, including, but not limited to, the efficient and orderly transfer of services, benefits, funds, and administration of programs and activities to such other parties or organizations as directed by DRED.
 - To the extent that reasonable and allowable expenses are incurred after the cessation of the contract in effecting and maintaining continuity of participant services as above described and there having been no funding already provided to cover these expenses by DRED the sub-recipient/contractor shall be reimbursed for those expenses.
44. Veterans' Priority Provisions: The Contractor agrees to comply with the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215), as implemented by the Final Rule published on December 19, 2008 at 73 Fed. Reg.78132.The JVA provides priority of service to veterans and spouses of eligible veterans for the receipt of employment, training, and placement services. Agreement by a program operator to implement priority of service is a condition of receipt of DOL funds.
45. Salary and Bonus Limitations: In compliance with Pub. L. 111-117 (Division D, sec. 107), none of the funds made available under this agreement shall be used by the Contractor, or sub-recipient of the Contractor to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II.
46. Buy American Notice Requirement: To the greatest extent practicable, and the extent to which purchases are allowable in this agreement, the Contractor agrees to purchase American made equipment and products. (See WIOA Section 505— Buy American Requirements).
47. Completion of Services: The Contractor will be legally obligated to turn over complete data files in the specified electronic format, as well as hard copy case

files, to OWO at the time that the Contractor ceases to operate the program/project funded through this contract agreement.

48. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
- The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Resources & Economic Development, with funds provided by the United States Department of Labor.
49. Intellectual Property Rights: The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed with WIOA funds, including a sub-grant or contract under the Contractor; and ii) any rights of copyright to which the Contractor purchases ownership with WIOA funds (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with Contract funds, including intellectual property, these revenues are program income. Program income is added to the Contract and must be expended for allowable Contract activities.
50. Civil Rights: In accordance with the WIOA, Federal Regulations and State Policy, shall assure and certify that:
- 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, gender, genetics 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.

- 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, genetics, 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.
- With respect to terms and conditions affecting, or the rights of individuals who are participants in activities supported by funds provided under WIOA, such individuals shall not be discriminated against because of their participant status.
- Participation in programs and activities financially assisted in whole or in part under WIOA 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.

51. Equal Employment Opportunity: As a condition to the award of financial assistance under WIOA from the Office of Workforce Opportunity, both parties (Office of Workforce Opportunity and DOE) assure, with respect to operation of the WIOA 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.

New Hampshire Department of Education

NH Department of Resources &
Economic Development

Virginia M. Barry 2/25/15
Virginia M. Barry, Ph.D. Date
NHDOE Commissioner

Jeffrey J. Rose 3/9/15
Jeffrey J. Rose Date
DRED Commissioner

Patricia J. Butler
Witness

Sean M. Law
Witness

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

Date: 3/10/15

By: [Signature]

Approved by the Governor and Council

Date: _____

Item # _____