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BEA New Hampshire Department of BUSINESS AND ECONOMIC AFFAIRS

March 3, 2021

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

REQUESTED ACTION

Authorize Business and Economic Affairs ("BEA"), Office of Workforce Opportunity ("OWO") to amend a **SOLE SOURCE** Memorandum of Understanding (MOU) with the NH Department of Education (VC#200915) Concord, NH for the delivery of Workforce Innovation and Opportunity Act (WIOA) employment services for eligible youth by decreasing the price limitation by $3,800,000 from $7,600,000 to $3,800,000 and changing the completion date from June 30, 2023 to June 30, 2021, effective upon Governor and Executive Council approval. This MOU was originally approved by the Governor and Executive Council on June 19, 2019 (Item #169). **100% Federal Funds.**

EXPLANATION

This is a **SOLE SOURCE** amendment based on an existing MOU between Business and Economic Affairs (BEA), Office of Workforce Opportunity (OWO) and the NH Department of Education (DOE). DOE was designated by the State Workforce Innovation Board (SWIB) to serve as the primary sub-recipient for WIOA Youth funds, which are received by BEA/OWO through a grant from the United States Department of Labor (USDOL), for the provision of workforce services. Historically, DOE has procured for WIOA Youth service delivery to further sub-recipients outside of the State of New Hampshire system at the local level, currently contracted with America's Youth Teenage Unemployment Reduction Network, Inc. (MY TURN) and NH Jobs for America's Graduates (NH JAG). However, it has been mutually agreed upon to end this MOU in order to streamline WIOA Youth programming and reduce administrative overhead. Current contracts between DOE and its sub-recipients, MY TURN and NH JAG, have been reassigned to BEA/OWO. BEA/OWO will continue to be the Administrative Entity for WIOA Title I funds and will therefore directly procure for the delivery of future WIOA Youth services on behalf of the SWIB.

Respectfully Submitted,

Taylor Caswell,
Commissioner
NH Department of Business and Economic Affairs

Respectfully Submitted,

Frank Edelblut,
Commissioner
NH Department of Education

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Suite 100
Concord, New Hampshire 03301
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BEA New Hampshire Department of BUSINESS AND ECONOMIC AFFAIRS

AMENDMENT OF MEMORANDUM OF UNDERSTANDING (MOU) WITH RESPECT TO THE IMPLEMENTATION OF WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

Business and Economic Affairs (BEA), Office of Workforce Opportunity (OWO) and NH Department of Education (DOE) (VC# 200915) hereby mutually agree to amend their Memorandum of Understanding (MOU) (# 1075656) for the delivery of Workforce Innovation and Opportunity Act (WIOA) employment services for eligible youth, which was originally approved by the Governor and Executive Council on June 19, 2019 (Item #169). **100% Federal Funding.**

This amendment decreases the price limitation by $3,800,000 from $7,600,000 to $3,800,000 and changes the completion date from June 30, 2023 to June 30, 2021.

All other terms and conditions of this MOU shall remain the same in full force and effect as originally set forth. This amendment is subject to approval by the Commissioner of the Department of Business and Economic Affairs, the Commission of the Department of Education, the NH Attorney General and the Governor and Executive Council.

Department of Education (DOE)

Frank Edelblut, Commissioner DOE — Date

Business and Economic Affairs (BEA)

Taylor Caswell, Commissioner BEA — Date 3/3/2021

Witness

Witness

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

Date: March 5, 2021 By: /s/ Stacie M. Moeser

Approved by the Governor and Council

Date: _____ Item #_____

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G&C Approved 6/19/2019

BEA New Hampshire Department of BUSINESS AND ECONOMIC AFFAIRS

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

REQUESTED ACTION

Authorize the Department of Business and Economic Affairs, Office of Workforce Opportunity to enter into a **SOLE SOURCE** Memorandum of Understanding (MOU) with NH Department of Education (VC#177900), Concord, NH in the amount of $7,600,000 for the delivery of Workforce Innovation & Opportunity Act (WIOA) employment services for eligible youth effective July 1, 2019 or upon Governor and Executive Council approval, whichever is latest, through June 30, 2023. 100% Federal Funds.

Funds to support this request are anticipated to be available in the following account in State FY 2020 and State FY2021 and pending budget approval for FY 2020, FY2021, FY2022 and FY 2023:

	FY20	FY21	FY22	FY23
03-22-22-220510-1453000 102-500731 Contract for Program Services Office of workforce Opportunity	$1,900,000	$1,900,000	$1,900,000	$1,900,000

EXPLANATION

This is a **SOLE SOURCE** MOU based on the State Workforce Innovation Board's (SWIB) designation of NH Department of Education (DOE) to serve as the primary sub-recipient for WIOA Youth Funds. DOE is responsible for the provision of services funded through the WIOA Youth program and as such shall be responsible for the procurement of local services for WIOA eligible youth statewide

In executing its responsibilities as the Administrative Entity for Workforce Innovation and Opportunity Act (WIOA) funds, the SWIB in consultation with the Department of Business and Economic Affairs has designated specific operational and fiscal responsibilities for WIOA 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 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 SWIB. Funds are allocated for the purpose of operating a standardized statewide program of services that requires significant program management experience, along with sufficient resources to reimburse BEA for any disallowed costs incurred as a result of non-compliance with federal requirements.

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

Respectfully submitted,

Wildolfo (Will) Arvelo,
Director of Economic Development

Concurred,

Taylor Caswell,
Commissioner

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Suite 100
Concord, New Hampshire 03301
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Memorandum of Understanding (MOU)

Between

Business and Economic Affairs
1 Eagle Square,
Concord NH 03301

And

New Hampshire Department of Education
101 Pleasant Street
Concord, NH 03301-3860

Section I. Parties and Purpose

The NH Department of Business and Economic Affairs (BEA) Office of Workforce Opportunity (OWO) is entering into this MOU with the New Hampshire Department of Education (DOE) in the amount of $7,600,000.00 for the purpose of delivering services to Workforce Innovation Opportunity Act (WIOA) eligible youth, statewide. This MOU shall be for a term beginning on July 1, 2019 and ending on June 30, 2023, contingent upon Governor and Council approval.

As a condition of this MOU, DOE assumes responsibility for the specific operational, fiscal, and monitoring responsibilities cited in this MOU consistent with serving as a sub-recipient of WIOA Youth funds. DOE shall be responsible for procuring, as appropriate for the delivery of services to WIOA eligible youth locally and statewide.

DOE agrees to carry out these duties in accordance with the conditions and terms stipulated in this MOU, consistent with all applicable federal and state laws, regulations and requirements.

The purpose of this MOU is to establish the relationship between the BEA as the recipient for WIOA Youth funds for the State of New Hampshire and DOE as the sub-recipient of WIOA youth services, responsible for carrying out specific operational, fiscal

management, and monitoring activities as defined by BEA on behalf of the State Workforce Innovation Board and outlined in the WIOA Combined Plan.

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 awarded to DOE.

Section II. Scope of Function and Responsibilities

Consistent with the intent of this MOU, DOE agrees to maintain a direct and ongoing partnership between DOE and OWO staff consistent of that of a recipient and sub-recipient agreement.

Furthermore, DOE acknowledges that the OWO is the primary contact with the US Department of Labor (USDOL). As such, DOE shall apprise OWO of all substantive communications with USDOL. In signing this MOU, 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 activities listed below.

DOE shall develop policy and procedures for program implementation.

WIOA Youth Services and/or programs shall not be duplicative of services and/or programs that are currently available in a community.

All programs funded in part or whole with WIOA youth funds shall be linked, as appropriate, as determined by the NH Works One Stop Operator Consortium, to the NH Works Centers.

All services/programs implemented through this MOU must be an allowable WIOA activity as defined in WIOA regulations and outlined in the State WIOA Combined Plan.

A. Develop and implement 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 BEA/SWIB in accordance with WIOA Youth regulations, specifically as they apply to the development of out-of-school youth programs versus in-school youth programs.

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

1. Registration/Eligibility Determination:
   a. DOE shall develop an eligibility determination process in accordance with WIOA regulations and OWO/SWIB 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 for the use of this exception policy by Sub-recipients, and for monitoring compliance to this policy.

2. Provide an Assessment of Each Youth Participant:
   a. DOE and its Sub-recipients shall ensure the provision of an objective assessment of the academic levels, skill levels, and service needs of each participant, which 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 agreement, an assessment is required for determining pre and post goals (academic, work readiness and/or occupational goals).

3. Develop a Service Strategy for Each Participant:
   a. DOE and/or its Sub-recipients 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 program year, a strategy update is required for determining further service needs.

4 Provide Training, Support, Follow-up & Guidance (Required Essential Elements) DOE and/or its Sub-recipients 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

5. Provide Information and Referrals:
   a. DOE and/or its Sub-recipients 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.

6 NH Works Services to Youth:
   a. Older WIOA youth may also be eligible for services supported through WIOA Partner Programs. DOE and/or its Sub-recipients shall make the appropriate referrals to allow these participants access to services available through the NH Works Centers, or other WIOA supported programs.
   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 either DOE staff and/or 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 youth have access to all services available through the local NH Works Center partners – e.g. Adult Basic Education for HiSET or work on a high school diploma; Community Colleges for skill training (a PELL grant); New Hampshire

Employment Security for help seeking a job; WIOA Adult programs for skills training, and/or to any other agency that can assist the youth (TANF, Vocational Rehabilitation, etc.).

B. Local Sub-Recipient 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 SWIB. 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 Sub-recipients. 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 Workforce Innovation Board 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 July 1st of each year funded under this MOU, unless no budget is authorized through the legislative process. In such case the budget will be provided when authorized.

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 to ensure program compliance by each Sub-recipient.

1. DOE shall conduct desk reviews for each sub-recipient receiving WIOA Youth funding at least twice per year.
2. DOE shall conduct no less than one comprehensive on-site program monitoring review of each sub-recipient under contract through this MOU.
3. DOE shall conduct no less than one comprehensive on-site fiscal monitoring review of each sub-recipient under contract through this MOU.
4. DOE shall submit a complete copy of each monitoring report (including correction action resolution reports) to the OWO Monitor, and facilitate problem resolution for any audit and/or compliance findings resulting from monitoring/audit activities.

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 Sub-recipients 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 Sub-recipient staff, consulting with the OWO as appropriate.

H. Provide ad hoc data and reports to OWO as requested.

1. Such activities will include participation in revisions to the State WIOA Combined Plan, pilot projects, or other undertakings of 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 based on an established cost allocation plan developed by OWO).
2. WIOA Infrastructure Costs - WIOA sec. 121(b)(1)(B) and 20 CFR 678.400 require at a minimum that the following programs to be One-Stop partners:

   WIOA title I programs: Adult, Dislocated Worker, and Youth formula programs; Job Corps; Youth Build; Native American programs; National Farmworker Jobs Program (NFJP); Wagner-Peyser Act Employment Service (ES) program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA title III; Senior Community Service Employment Program (SCSEP) authorized under title V of the Older Americans Act of 1965; Trade Adjustment Assistance (TAA) activities authorized under chapter 2 of title II of the Trade Act of 1974; Unemployment Compensation (UC) programs; Jobs for Veterans State Grants (JVSG) programs authorized under chapter 41of title 38, U.S.C.; and Reentry Employment Opportunities (REO) programs (formerly known as Reintegration of Ex-Offenders Program (RExO) authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169.

   One-Stop partner programs including all programs that are funded under title I of WIOA are required to contribute to the infrastructure costs and certain additional costs of the One-Stop delivery system in proportion to their use and relative benefits received as required in 20 CFR 678.700 and 678.760. The sharing and allocation of infrastructure costs between One-Stop partners is governed by WIOA sec. 121(h), WIOA's implementing regulations, and the Federal Cost Principles contained in the Uniform Guidance at 2 CFR part 200and DOL's exceptions at 2 CFR part 2900. The Federal Cost Principles state that a partner's contribution is an allowable, reasonable, necessary, and allocable cost to the program and is consistent with other legal requirements.

   DOE shall budget WIOA Youth funds to contribute to the shared one-stop infrastructure costs consistent with cost allocation plan approved by the NH Works Consortium, as stipulated in the NH Works MOU, of which DOE shall be a signatory partner. NH Employment Security shall be the lead fiscal entity for the NH Works MOU, and as such shall invoice DOE for infrastructure costs no less than quarterly for the duration of this MOU.

J. Confidentiality

1. DOE agrees to ensure that DOE staff and the staff of its Sub-recipients 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 MOU and to persons having responsibilities under this 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 Sub-recipients having any involvement with personal data or other confidential information of the laws and regulations relating to confidentiality.

K. Youth Interagency Directors Group

1. The DOE WIOA Youth Administrator shall serve as staff to the Youth Interagency Directors Group, assisting in establishing and facilitating quarterly meetings.
2. The WIOA Youth Administrator shall serve on the Adult Interagency Directors Group and report on Youth IDG activities.
3. Both the YIDG and IDG shall report to the NH Works One Stop Operator Consortium.

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 striving to achieve all of the WIOA assigned youth performance measures as defined by WIOA regulation and interpreted by the OWO/SWIB. 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 timely 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 MOU.

4. The SWIB/OWO may use performance outcomes in determining WIOA Title I Youth sub-recipient agreements for future funding.
5. The OWO reserves the right to modify the performance goals and outcomes identified in this MOU to reflect future (WIOA) federal regulations and/or guidance on performance measures.

B. Co-Enrollment Performance Measures

1. Youth being served with additional WIOA partner funding may choose to be co-enrolled providing adequate funding is available to support the co-enrollment activities chosen. Co-enrolled youth will be reported out in the related funding performance measures.
2. In the case of co-enrolled youth, each partner will equally be responsible for ensuring that performance measures are met for each funding stream. DOE management staff is responsible for ensuring that youth service providers are aware of all WIOA performance measures and work with partner program personnel to achieve identified goals.
3. DOE is responsible for maintaining up-to-date co-enrollment policies and procedures; which must be approved by OWO prior to implementation.

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. Furthermore, DOE will draft an end of program year final report annualizing results and outlining continuous improvement strategies that will be implemented in response to customer satisfaction survey results. This final report shall be submitted to OWO by no later than September 30 of each program year within this MOU. (Customer satisfaction results are a required element of the WIOA Annual Report that must be submitted to USDOL on December 1st of each program year.)

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 MOU.

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 MOU.

H. DOE will submit to OWO no less than two Success Stories by no later than September 30th of each program year covered under this agreement.

I. DOE shall submit a performance narrative year-end report by no later than August 1st following the end of each program year. This report will be shared with SWIB. Details should include program, financial and performance data results for the year. At a minimum the report should include a summary of program highlights, specific course correction plans if performance is not being met, and a line-item plan vs. actual budget analysis to demonstrate expenditures are on balance.

Section III. Pricing / Payments

This cost reimbursement MOU for services between NH Department of Education (DOE) and NH Business and Economic, Office of Workforce Opportunity (OWO) will be for a term beginning July 1, 2019 and terminating on June 30, 2023.

Total payments under this MOU shall not exceed **$7,600,000.00.** The SWIB shall determine an annual allocation of funds consistent with annual formula grants to states

procedures. Each program year BEA and OWO shall negotiate an annual line-item budget to manage expenditures.

DOE is responsible for ensuring that WIOA youth funds are expended consistent with WIOA and OMB guidelines for allowable charges to administration costs and allowable charges to program costs.

These funds are made available through Workforce Innovation Opportunity Act (CDFA# 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 MOU 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 MOU, and required under OMB guidelines.

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

- DOE must have system for tracking actual expenditures against the annual line-item budget approved by OWO for each year covered within this MOU.

- DOE must have a system in place for tracking and reporting accruals (as required by US DOL for all WIOA funds) on the invoices submitted to OWO. DOE is responsible for ensuring that sub recipients report accruals to DOE on a timely basis.

- DOE does not have authority to expend funds beyond those that are negotiated annually. This MOU is an umbrella agreement that includes projected funds for a four-year period. HOWEVER, funds available for each program year are limited to the annual awards from US DOL. DOE shall not be reimbursed for any costs outside of the approved line-item budget for each program year.

  By signature to this agreement DOE:
  - understands that the funds allocated are estimated based on a typical annual allocation of federal funds for WIA Youth programs; and
  - 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.

- 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 MOU.

- DOE Administrative funds shall not exceed 10% of expenditures. Administrative funds shall be charged in accordance with WIOA and OMB guidelines for allowable cost. Please note that administrative charges allowed under WIOA are different than the standard OMB guidelines for Administration costs. DOE is responsible for ensuring that fiscal staff are given policy and procedures to follow specific to allowable Administrative costs under WIOA

- DOE is responsible for ensuring that 75% of expenditures, minus administrative costs, are expended on Out-of-School Youth activities. Expenditures over the 75% limited shall be disallowed.

- DOE is responsible for ensuring that no less than 20% of expenditures, minus administration costs, are expended on work based experience allowable activities, as defined by WIOA.

- DOE must have written authorization from BEA prior to using MOU funds to purchase any property or equipment with a cost in excess of $2500.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this MOU for review upon request.

Payment Process

- 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's 30-day minimum payment schedule.

Invoices shall be sent to: Office of Workforce Opportunity
Attn: Fiscal Administrator
1 Eagle Square
Concord, NH 03301

Payment shall be made to: NH DOE
Attn: WIOA Fiscal Administrator

21 Fruit St. Walker Building
Concord, NH 03301

- Invoices, at a minimum, shall include the following information –
    - CDFA funding number (CDFA# 17.259) – this is an audit requirement
    - OWO Contract number (State PO#)
    - Expenditure period
    - Date Invoice submitted
    - Expenditure details in accordance with the approved line-item budget for administration costs.
    - Expenditure details in accordance with the approved line-item budget for program costs.
    - 75% OSY expenditure rate
    - 20% Work based learning expenditure rate

- Invoices are due monthly and by the 30th of the month following the month end date. Timely payments are required in order for BEA to meet federal reporting requirements.

- Documentation to support expenditures shall be scanned by DOE and submitted to OWO with each invoice.

Financial performance and reporting requirements:

- DOE will be responsible for achieving the financial performance goal of at least 90% expenditure of program year funds consistent with the annual approved line-item budget 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.

- 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 MOU and all other applicable WIOA federal, State and OWO cash management regulations and policies.

DOE is solely responsible for paying to BEA any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneous determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.

Section IV. Other Provisions

This MOU 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 MOU shall not be construed to confer any such benefit.

In the event of an early termination of this MOU 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 Department of Education 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 MOU.

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 MOU, 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 MOU until such time as the Event of Default has been cured; and

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

As used in this MOU, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this MOU, 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 MOU, shall be the property of that party, and shall be returned to that party upon demand or upon termination of this MOU for any reason.

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

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

For DOE:

WIOA Youth Administrator (603) 281-3805
NH DOE

21 Fruit Street, Walker Building
Concord, NH 03301

For OWO:

WIOA Program Administrator (603) 271-7275
Office of Workforce Opportunity
1 Eagle Square
Concord, NH 03301

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 MOU 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 MOU are for reference purposes only and do not constitute terms or conditions hereof. The parties acknowledge that they have thoroughly reviewed this MOU and bargained over its terms.

The sub-recipient 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 – DOE will comply with the terms and conditions of this contract with BEA and the State of New Hampshire WIOA Combined Plan as said plan applies to the program services provided by the sub-recipient are by this reference incorporated herein as if fully written.

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

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

5. Conflict - In the event that a term or condition of this contract is incompatible with WIOA authorizing legislation, applicable Federal Regulations, and State Policy, then the terms of WIOA shall supersede that term or condition and govern the performance of the parties under that part.

6. Amendments -The sub-recipient further assures and certifies that if the Federal Regulations or State Policy is amended, it shall comply with same or notify BEA in writing within 15 days after promulgation of the amendments that it cannot so comply, so that BEA may take such action as it deems necessary.

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

7. Political Activities - The sub-recipient 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-recipients in rural areas may employ participants in such positions provided that documentation is presented to and approved by BEA which makes clear that such positions are non-political; and
        - Where positions are technically in such office, but are actually program activities not in any way involved in political functions, documentation attesting to the non-political nature of the position is to be provided to BEA for approval prior to enrollment of participants in such positions.
    - Sub-recipients shall develop safeguards to ensure that participants placed in these positions are not involved in political activities.

8. 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.

9. Political Patronage - The sub-recipient shall not select, promote, or reject a participant, vendor, or sub- recipient 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.

10. Conflicts of Interest - The sub-recipient shall be aware of, and abide by, any and all conflict of interest policies currently in place, or later established by BEA.

11. Kickbacks - No officer, employee, or agent of any sub-recipient shall solicit or accept gratuities, favors, or anything of monetary value from any actual or potential participant or any of its potential sub-sub-recipients.

12. 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 MOU 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 shall make every effort to relocate participants, who wish to remain working, into suitable positions unaffected by the work stoppage.

13. 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 shall not charge a fee to any individual for the referral or placement of that individual in any program.

14. 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.

15. 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 MOUs. Where an employment activity would violate a collective bargaining MOU, 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: (I) 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.

16. Financial Management - GAAP shall be used, or in absence of such system, the sub-recipient shall maintain a financial and accounting system that provides adequate internal controls and records to allow BEA, USDOL, State auditors, etc. to audit and monitor the sub-recipient'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 exceed10% of sub-recipients contract.
    - All grant expenditures shall be supported with source documentation such as cancelled checks, invoices, etc. Sufficient internal controls shall exist to prevent fraud and program abuse.
    - Any person with knowledge of fraud, abuse, or criminal activity shall report such activity to BEA within three (3) working days of obtaining such knowledge.

17. 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.

18. Record Retention - The sub-recipient 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's submission of the final report to BEA, or for up to six years if selected for Data Validation review.

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

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

The sub-recipient 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 BEA, the State, or USDOL to audit and monitor the program.
- Records concerning each employee and participant involved in a WIA/WIOA program. Records shall provide information required by BEA and outlined in the contract.
- The sub-recipient 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.

19. 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.

20. Relocations - The sub-recipient 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.

21. Program Management - The sub-recipient shall monitor its programs. 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 agreement.

    Sufficient management systems shall exist to provide regular and continuous assessment and monitoring of all program and fiscal systems covered under the MOU, 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 Sub-recipients. Sub-recipient shall take appropriate corrective actions on any of the above issues, if necessary between regularly scheduled reporting dates, written notification of problems, delays, or other adverse conditions, which may materially affect contract performance, shall be submitted to BEA. Such notification shall include a statement of remedial actions taken or contemplated, and any assistance needed from BEA to resolve the situation. Should favorable developments or events occur, such information shall also be submitted to BEA.

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

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

23. Sub-recipient monitoring - The sub-recipient is responsible for monitoring all of its Sub-recipients to ensure compliance with:
    - The Act and the Regulations
    - The provisions of its contract
    - The provisions of MOUs awarded by it

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

24. Bonding Sub-recipient shall show evidence of a bond (or self-insured status) for every officer, director, agent, or employee of the sub-recipient or its sub- sub-recipients, if any, authorized to act on behalf of the sub-recipient or its sub-sub-recipients 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.

25. Eligibility The sub-recipient 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.

26. 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.

27. 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.

28. 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 participant's files up-to-date, especially in time to meet quarterly reporting deadline requirements.

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29. Assessment The sub-recipient shall make a detailed assessment for each participant after the participant is certified eligible. Specific assessment requirements are outlined in the contract body.

30. 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 must provide information pertinent to the complaint to BEA, and attend and testify on behalf of BEA at the fair hearing if so requested; and The complaint procedures provided by the sub-recipient. (On-the-Job training participants will first follow specific complaint hearing procedures of their employers.)

31. 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 MOU.
    - 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.

32. Termination - Nothing in this section shall restrict a sub-recipient from effecting terminations for cause, or from effecting suspensions or transfers; under such terms and conditions determined appropriate under the Policy and/or directions of BEA. If a participant is being terminated involuntarily and for cause other than completion of program intent, the sub-recipient 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 will cooperate in assisting BEA staff in conciliation if so warranted.

33. 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.

34. 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 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 MOU.

35. 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.

36. 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 MOU, and to persons having responsibilities under the MOU.

- 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 MOUshall be required to sign a confidentiality statement, which shall be maintained in local personnel files.

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

38. Access to Records/Audits - All WIOA records shall be accessible to authorized Federal and State staff. Further, if subject to an audit performed under the guidelines of Federal Office of Management and Budget Super Circular, such audit shall include any and all funds provided by BEA to sub-recipient during the period of time covered by such audit. Sub-recipient assures that a copy of the final audit which pertains to such funds shall be forwarded to BEA within thirty (30) days following the final audit's issuance date.

36. 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 MOU, and to persons having responsibilities under the MOU.

- 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 MOUshall be required to sign a confidentiality statement, which shall be maintained in local personnel files.

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

38. Access to Records/Audits - All WIOA records shall be accessible to authorized Federal and State staff. Further, if subject to an audit performed under the guidelines of Federal Office of Management and Budget Super Circular, such audit shall include any and all funds provided by BEA to sub-recipient during the period of time covered by such audit. Sub-recipient assures that a copy of the final audit which pertains to such funds shall be forwarded to BEA within thirty (30) days following the final audit's issuance date.

39. Sanctions - In the event of noncompliance with the contract or these Assurances, BEA may, with written notice to the sub-recipient stating the reasons therefore, immediately terminate, suspend or transfer all or part of the funding provided under this contract or take action, or direct such other action be taken by the sub-recipient/contractor, pertaining to program or financial operations as BEA deems necessary. If the sub- recipient/contractor has been found to be in violation of the non-discrimination and/or equal opportunity provisions of WIOA, BEA shall follow their policy, based on the administrative procedures set forth in the Act.

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

41. Additional Standards - BEA may, in lieu but not to the exclusion of suspension or termination, or transfer, impose additional standards of performance on the sub-recipient if BEA determines on the basis of monitoring, audits or evaluation, that the sub-recipient has a history of poor performance; is not financially stable; or has a management system which does not meet BEA standards as set forth in this contract.
    - A meeting between BEA and the sub-recipient will occur for discussion of BEA's concerns regarding the sub-recipient's performance before BEA imposes additional standards of performance upon the sub-recipient.
    - In imposing additional standards of performance, BEA shall notify the sub-recipient 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 to have the additional standards removed.

42. Cessation or Transfer of Activities - In the event of notification to the sub-recipient of termination, suspension or transfer by BEA, the sub-recipient shall, at the direction of BEA, immediately cease and desist from any and all expenditure,

commitment or encumbrance of any and all monies received by the sub-recipient/contractor under this or any previous contract with BEA. Any monies so received by this sub- recipient/contractor and remaining at the time of termination, suspension or transfer shall be immediately refunded or otherwise disposed of by the sub-recipient in accordance with the directions of BEA.

- In the event of termination, suspension or transfer, the sub-recipient warrants that it will fully cooperate with and provide all reasonable assistance to BEA in effecting or maintaining continuity of services to participants, including, but not limited to, the efficient and orderly transfer of services, benefits, funds, and administration of programs and activities to such other parties or organizations as directed by BEA.
- To the extent that reasonable and allowable expenses are incurred after the cessation of the contract in effecting and maintaining continuity of participant services as above described and there having been no funding already provided to cover these expenses by BEA the sub-recipient shall be reimbursed for those expenses.

43. 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. MOU by a program operator to implement priority of service is a condition of receipt of DOL funds.

44. Salary and Bonus Limitations: In compliance with Pub. L. 111-117 (Division D, sec. 107), none of the funds made available under this MOU 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.

45. Buy American Notice Requirement: To the greatest extent practicable, and the extent to which purchases are allowable in this MOU, the Contractor agrees to purchase American made equipment and products. (See WIOA Section 505—Buy American Requirements).

46. 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 MOU.

47. 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, Business and Economic Affairs with funds provided by the United States Department of Labor.

48. 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.

49. 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.

50. 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.

V. SPECIAL PROVISIONS

MOU Period: July 1, 2019 - June 30, 2023

Subrecipient: NH Department of Education

Subrecipient Obligations: NH Department of Education (DOE) covenants and agrees that all funds received by DOE under this MOU shall be used only as payment to DOE for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, DOE hereby covenants and agrees as follows:

1. Compliance with Federal and State Laws: Eligibility determination for WIOA Youth shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. Time and Manner of Determination: Eligibility determinations shall be made on forms provided or approved by BEA/OWO or others prescribed for that purpose and shall be made and remade at such times as are prescribed by the WIOA Youth regulations.

3. Documentation: DOE 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. DOE shall furnish BEA/OWO with all forms and documentation regarding eligibility determinations that BEA/OWO may request or require.

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

   (a) DOE shall ensure that all applicants for WIOA Youth funded services receive a written grievance procedure notice, and that a signed copy attesting to the receipt of this information is included in each applicant's hard copy file.

   (b) DOE shall ensure that all personnel funded with WIOA Youth funds are trained in the grievance policy and procedure applicable for the funding source supporting this MOU.

   (c) DOE shall ensure that all personnel funded with WIOA funds are trained in

the Equal Opportunity law, policy and procedure applicable for the funding source supporting this MOU, and that refresher training is provided annually.

(d) DOE shall ensure that the BEA/OWO (Office of Workforce Opportunity) EO Officer is informed immediately of any formal grievance filed by a program applicant or participant.

(e) DOE shall respond either verbally or in writing to any complaint that does not constitute a formal grievance within two days from receipt of such complaint.

5. Gratuities or Kickbacks: DOE agrees that it is a breach of this MOU to accept or make a payment, gratuity or offer of employment on behalf of DOE, any Subrecipient of DOE or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this MOU. The State may terminate this MOU and any sub-MOU if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of DOE, or sub recipients of DOE.

6. Retroactive Payments: Notwithstanding anything to the contrary contained in the MOU or in any other document, MOU or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse DOE for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the MOU and no payments shall be made for expenses incurred by DOE for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. Maintenance of Records: In addition to the eligibility records specified above, DOE covenants and agree to maintain the following records during the MOU Period:

a. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by DOE in the performance of the MOU, and all income received or collected by DOE during the MOU Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to BEA, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by

BEA.

b. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the MOU Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to BEA to obtain payment for such services.

c. Record Retention: Complete paper ("hard copy") participant files shall be maintained by DOE for no less than three years as required under federal regulation. BEA may require the retention of hard copy files for up to six years, if the participant file is selected for a data validation review. DOE shall not destroy any participant files without written permission from BEA.

8. Audit: DOE shall submit a copy of their annual audit report to BEA within 60 days after the close of the agency fiscal year. The report must be prepared in accordance with the provision of Office of Management and Budget "Super Circular", "Audits of States, Local Governments, and Non-Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

9. Audit and Review: During the term of this MOU and the period for retention hereunder, BEA, the United States Department of Labor, and any of their designated representatives shall have access to all reports and records maintained pursuant to the MOU for purposes of audit, examination, excerpts and transcripts.

10. Audit Liabilities: In addition to and not in any way in limitation of obligations of the MOU, it is understood and agreed by DOE that DOE shall be held liable for any state or federal audit exceptions and shall return to BEA/OWO, all payments made under the MOU to which exception has been taken or which have been disallowed because of such an exception.

11. Confidentiality of Records: DOE 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 in accordance with the Personal Identifier Information policy and procedure. Without the permission of the WIOA Youth applicant/participant such information shall be divulged only as necessary for purposes related to the performance or evaluation of this MOU, and to persons having responsibilities under the MOU.

- DOE is responsible for taking reasonable steps to ensure the physical security of such data under its control.

- DOE 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 MOU shall be required to sign a confidentiality statement provided by DOE and kept on file.

12. Completion of Services: DOE will be legally obligated to turn over complete data files in the specified electronic format, as well as hard copy case files, to BEA at the time that DOE ceases to operate the program/project funded through this MOU. In addition to inventory with a value of $250.00 or greater, purchased with grant funds.

13. Veterans' Priority Provisions: DOE 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. Priority of service for veterans is a condition of receipt of US DOL funds.

14. Buy American Notice Requirement: To the greatest extent practicable, and the extent to which purchases are allowable in this MOU, DOE agrees to purchase American made equipment and products. (See WIOA Section 505-Buy American Requirements).

15. Salary and Bonus Limitations:

    a. No funds available under this MOU may be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of the annual rate of basic pay prescribed for level II of the Executive Schedule under 5 U.S.C. 5313, which can be found at *https://www.opm.gov/*.
    b. In instances where funds awarded under this MOU pay only a portion of the salary or bonus, the WIOA Youth funds may only be charged for the share of the employee's salary or bonus attributable to the work performed on the WIOA Youth grant. That portion cannot exceed the proportional Executive level II rate. The restriction applies to the sum of salaries and bonuses charged as either direct costs or indirect costs under WIOA

Youth.

c. The limitation described in paragraph (a) of this section will not apply to contractors (as defined in 2 CFR 200.23) providing goods and services..

d. When an individual is working for the same recipient or subrecipient in multiple offices that are funded by title I of WIOA or the Wagner-Peyser Act, the recipient or subrecipient must ensure that the sum of the individual's salary and bonus does not exceed the prescribed limit in paragraph (a) of this section.

16. Intellectual Property Rights: The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed with WIOA Youth funds, including a sub-grant or MOU with DOE; and ii) any rights of copyright to which DOE purchases ownership with WIOA Youth 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 MOU funds, including intellectual property, these revenues are program income. Program income is added to the MOU and must be expended for allowable MOU activities.

17. Mandated Data Entry Systems: That DOE will be legally obligated to enter data required by BEA/OWO and/or the US Department of Labor, relating to all participants served during the MOU period in the case management system mandated by BEA/OWO. (e.g., E Teams for WIOA services). DOE shall be responsible for keeping participant's files up-to-date, and timely enough to meet quarterly reporting deadline requirements.

18. Certification Regarding Debarment: Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

DOE shall certify by signature to this MOU that to the best of their knowledge, neither DOE nor any of its principals:

(a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency;
(b) have within a five-year period preceding this MOU been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or MOU under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and
(d) have not within a three-year period preceding this MOU had one or more public transactions (federal, state, or local) terminated for cause.

20. Compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended: Contracts and sub-grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). DOE shall certify by signature to this MOU that they shall comply with the Clean Air Act and the Federal Water Pollution Control Act to the extent that such provisions apply to this MOU.

21. Compliance with Procurement of recovered materials: See §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered

materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]. DOE shall certify by signature to this MOU that they shall comply with Solid Waste Disposal Act to the extent that such provisions may apply to this MOU.

22. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Sub-recipients on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

23. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous

or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

24. Rights to Inventions Made Under a Contract or MOU. If the Federal award meets the definition of "funding MOU" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding MOU," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative MOUs," and any implementing regulations issued by the awarding agency.

25. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

New Hampshire Department of Education | NH Business and Economic Affairs

5-23-19 | 5/30/19

Frank Edelblut, NHDOE Commissioner — Date

Taylor Caswell, BEA Commissioner — Date

Witness | Witness

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

Date: 6/1/2019 By:

Approved by the Governor and Council

Date: _____ Item # _____