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June 12, 2024

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 an Interagency Memorandum of Understanding with New Hampshire Employment Security (NHES) (VC 302587) in the amount of not more than \$5,924,000 for the delivery of Workforce Innovation and Opportunity Act (WIOA) Title I Dislocated Worker Program services, with the option to renew for one additional year, effective upon Governor and Council approval for the period July 1, 2024 through June 30, 2028. **100% Federal Funds.**

Funds are available in the following account for Fiscal Year 2025 and are anticipated to be available in Fiscal Years 2026, 2027, and 2028 upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

03-22-022-220510-14530000, Office of Workforce Opportunity

State FY	Class-Account	Class Title	Amount
2025	085-588527	Contracts for Program Services	1,481,000
2026	085-588527	Contracts for Program Services	1,481,000
2027	085-588527	Contracts for Program Services	1,481,000
2028	085-588527	Contracts for Program Services	1,481,000
		Total:	5,924,000

EXPLANATION

The Office of Workforce Opportunity (OWO) is the state grant recipient for WIOA Title I Federal Funds awarded by the US Department of Labor (DOL) – Employment and Training Administration (ETA). The below referenced Request For Proposals was issued on behalf of the State Workforce Innovation Board (SWIB), which is the oversight body established in federal regulation to oversee the appropriate use of WIOA Federal Funds which is the oversight body established in federal regulation to oversee the appropriate use of WIOA Federal Funds and members are appointed by the Governor.

This Memorandum of Understanding between OWO and NHES for the delivery of WIOA Dislocated Worker Program services is in response to DBEA 2024-12 Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Program RFP was released March 20, 2024.

A selection committee comprised of one board member and two staff to the board (Schedule #2) reviewed and scored the proposals (Schedule #1). The committee identified the proposal from NHES to be the most in line with the scope and deliverables outlined and therefore ranked the highest. Scoring is included as Schedule #3.

NHES is a federally funded/employer funded state agency with twelve (12) offices located throughout the state providing a variety of workforce development related services to job seekers and employers. This mission of NHES is to operate a free public Employment Service, through a statewide network of job and information centers, providing a broad range of assisted and self-directed employment and career related services, to pay unemployment compensation benefits in a timely manner to eligible claimants and collects the taxes which fund these payments and to develop and disseminate labor market information and provide measurements of labor market outcomes to assist stakeholders in making decisions which promote economic development and the efficient use of state labor resources

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

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'T. Caswell', is written over a light blue horizontal line.

Taylor Caswell
Commissioner

**Department of Business and Economic Affairs
Office of Workforce Opportunity
Workforce Innovation and Opportunity Act (WIOA) Dislocated
Worker Program
Proposal Content Requirement**

Schedule #1

Proposals were reviewed, evaluated, and scored by an evaluation committee. Evaluation of proposals were based on the following criteria for each component. Each criterion was scored according to the degree of responsiveness present in the proposal being evaluated.

1. Proposal Cover Sheet	Appendix A	Required	Pass/Fail
2. Table of Contents	with Page Numbers	Required	Pass/Fail
3. Abstract/Executive Summary	Max. one (1) Page	Required	Pass/Fail
			100 Point Total
4. Proposal Narrative		Required	80 Point Total
A. Experience and Qualifications	Max. Eight (8) Pages	"	15 Points (of 80)
B. Program Service Delivery Model	Max. Eight (8) Pages	"	20 Points (of 80)
C. Performance Accountability	Max. Four (4) Pages	"	15 Points (of 80)
D. Partnerships & Community Engagement	Max. Two (2) Pages	"	15 Points (of 80)
E. Technology, Data, & Reporting	Max. Two (2) Pages	"	10 Points (of 80)
F. Timeline	Max. Two (2) Pages	"	5 Points (of 80)
5. Contractor Cover Sheet	Appendix B	Required	Pass/Fail
6. Proposal Budget		Required	20 Point Total
A. Fiscal Capabilities	Max. Eight (8) Pages	"	
B. Budget Worksheet	Appendix C	Required	
7. Staff Job Descriptions	Appendix D	Required	Pass/Fail
8. State Assurances and Certification	Appendix E	Required	Pass/Fail
9. WIOA Assurances and Certification	Appendix F	Required	Pass/Fail
10. Conflict of Interest	Appendix G	Required	Pass/Fail
11. Roles and Responsibilities	Appendix H	Required	Pass/Fail
12. Miscellaneous	Max. Five (5) Pages	Optional	

Note: Scoring calculation - Item 4 is worth 80 points and item 6 is worth 20 points = 100 x 3 scorers = 300

**Department of Business and Economic Affairs
Office of Workforce Opportunity
Workforce Innovation and Opportunity Act (WIOA) Dislocated
Worker Program
Scorer Information**

Schedule #2

The following State Workforce Innovation Board members and staff to the Board performed the scoring for this Request for Proposal.

Scorers:

- **Ms. Kelly Clark – Regional Vice President for AARP NH, SWIB Member**
 - Ms. Clark has worked for AARP for 15 years and also works as an Adjunct Professor for Granite State College teaching a graduate level management and leadership program as well as human services and adult development courses. Prior to her current roles, Ms. Clark has a robust work history in both the non-profit and public service sectors. Ms. Clark has a B.S. in Accounting & Finance from the University of Maine, a M.A. in Public Policy & Management from the University of Southern Maine, a M.A. in Human Development from Fielding Graduate University, and a Ph.D. in Human and Organizational Systems from Fielding Graduate University. Ms. Clark was reappointed to the SWIB in 2022.
- **Ms. Lisa Gerrard – WIOA Administrator & Equal Opportunity Officer, Office of Workforce Opportunity**
 - Ms. Gerrard has worked for the Department of Business and Economic Affairs, Office of Workforce Opportunity for almost 4 years as the WIOA Administrator. Prior to her position with BEA, Ms. Gerrard worked for the NH Department of Health and Human Services for approximately 17 years as a Supervisor V. Ms. Gerrard has a M.S. in Industrial/Organizational Psychology from Southern New Hampshire University and a B.A. in Liberal Arts from the University of Massachusetts – Lowell.
- **Mr. Joseph Doiron – Director of Workforce Development, Office of Workforce Opportunity**
 - Mr. Doiron has worked for the Department of Business and Economic Affairs, Office of Workforce Opportunity for 3 ½ years. He has been the Director of Workforce Development at OWO for almost three years. Previously he served as Deputy Director for the Governor's Office of Emergency Relief and Recovery (GOFERR) and as Deputy Director of the Office of Strategic Initiatives. Mr. Doiron has a M.P.A. in Public Administration from Norwich University and a B.A. in Political Science from New England College.

Department of Business and Economic Affairs
Office of Workforce Opportunity
Workforce Innovation and Opportunity Act (WIOA) Dislocated
Worker Program
RFP Scoring Results

Schedule #3

Proposer	Experience & Qualifications 45pt	Program Service Delivery Model 60pt	Performance Accountability 45pt	Partnerships & Community Engagement 45pt	Technology, Data & Reporting 30pt	Timeline 15pt	Budget 60pt	Total 300pt	Amount	Funded (Yes/No)
NH Employment Security	43	56	42	39	26	14	60	280		Yes

State of New Hampshire

Interagency Memorandum of Understanding

Whereas the Department of Business and Economic Affairs (BEA) is a duly constituted agency of the State of New Hampshire.

Whereas the New Hampshire Employment Security (NHES) is a duly constituted agency of the State of New Hampshire.

Pursuant to the Workforce Innovation and Opportunity Act (WIOA), Pub. L. No. 113-128 (2014), the Department of Business and Economic Affairs, Office of Workforce Opportunity serves as the grant recipient and state-level administrative agency for federal funds allocated under Title I of WIOA. Broadly, OWO utilizes WIOA to help job seekers in the state access employment, education, training, and support services to succeed in the labor market and matches employers with the skilled workers they need.

BEA desires to assign the day-to-day management and coordination of services funded under the WIOA Title I Dislocated Worker program to New Hampshire Employment Security (NHES). This MOU will coordinate and streamline the oversight and delivery of services relevant to workforce programs, specifically WIOA Title I Dislocated Worker Program. Integration of same/similar workforce employment training programs will provide streamlined services to citizens through a case management system and staff that oversee multiple programs ensuring ongoing and direct access to programs and other resources designed to assist them with their employment and training needs.

Pursuant to RSA Chapter 282-A, NHES is a federally funded state agency with twelve (12) offices located throughout the state providing a variety of workforce development related services to job seekers and employers. This mission of NHES is to operate a free public Employment Service through a statewide network of job and information centers providing a broad range of assisted and self-directed employment and career related services, to pay unemployment compensation benefits in a timely manner to eligible claimants and collect the taxes which fund these payments and to develop and disseminate labor market information and provide measurements of labor market outcomes to assist stakeholders in making decisions which promote economic development and the efficient use of state labor resources

NHES desires to manage the day-to-day operations and coordination of services funded under the WIOA Title I Dislocated Worker program. NHES will be responsible for the administration of the WIOA Title I Dislocated Worker program and will be responsible for the services that are outlined in Exhibit A.

NOW, THEREFORE, the parties enter into this Memorandum of Understanding to their mutual benefit, the benefit of the State and in furtherance of constitutional or statutory authority and objectives.

1. The BEA agrees to pay NHES the amount of not more than \$5,924,000.00 for the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.

[Handwritten Signature]

6/7/24

NH Department of Business and Economic Affairs - Office of Workforce Opportunity (OWO)

Funds are anticipated to be available in Fiscal Years 2025, 2026, 2027, and 2028 upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances amongst fiscal years within the price limitation through the Budget Office, if needed and justified. **100% Federal Funds.**

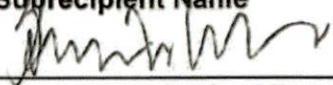
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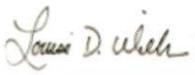
2. The NHES agrees to Perform the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.
3. The method of payment and payment amount for the above-referenced services is described in the attached MOU Exhibit B, such exhibit being hereby incorporated by reference.
4. All obligations hereunder are contingent upon the availability and continued appropriation of funds. The agencies shall not be required to transfer funds from any other account in the event that funds are reduced or unavailable.
5. The Memorandum of Understanding is effective July 1, 2024 until June 30, 2028, with an option to renew for one additional year.
6. This Memorandum of Understanding may be amended by an instrument in writing signed by both parties. Either party may terminate this agreement by providing written notice to the other party at least 30 days prior to termination.
7. The Parties agree that the obligations, agreements and promises made under this Memorandum of Understanding are not intended to be legally binding on the Parties and are not legally enforceable.
8. Disputes arising under this Memorandum of Understanding which cannot be resolved between the agencies shall be referred to the New Hampshire Department of Justice for review and resolution.
9. This Agreement shall be construed in accordance with the laws of the State of New Hampshire.
10. The parties hereto do not intend to benefit any third parties and this Memorandum of Understanding shall not be construed to confer any such benefit.
11. In the event any of the provisions of this Memorandum of Understanding are held to

be contrary to any state or federal law, the remaining provisions of this Memorandum of Understanding will remain in full force and effect.

- 12. This Memorandum of Understanding, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Memorandum of Understanding and understandings between the parties, and supersedes all prior Memoranda of Understanding and understandings relating hereto.
- 13. Nothing herein shall be construed as a waiver of sovereign immunity; such immunity being hereby specifically preserved.

NH Department of Business and Economic Affairs (BEA)	New Hampshire Employment Security (NHES)
<u>The State Agency Name</u>	<u>Subrecipient Name</u>
	
<u>Signature of Authorized Representative</u>	<u>Signature of Authorized Representative</u>
Taylor Caswell, Commissioner, BEA	George N. Copadis, Commissioner
<u>Name of Authorized Representative</u>	<u>Name of Authorized Representative</u>
6/11/2024	6/7/2024
<u>Date</u>	<u>Date</u>

Approved by the New Hampshire Department of Justice for form, substance, and execution:

By:  Attorney On: 6/12/2024
Date

Approved by the Governor and Executive Council

By: _____ On: _____
Date

NHES Initials 
Date 6/7/24

EXHIBIT A
SCOPE OF SERVICES

MOU Between Department of Business and Economic Affairs (DBEA) and New Hampshire Employment Security (NHES)

Agreement Period: July 1, 2024 - June 30, 2028

This MOU for services between Department of Business and Economic Affairs, Office of Workforce Opportunity (OWO) and New Hampshire Employment Security will be for a term beginning July 1, 2024, and terminating on June 30, 2028, with an option to renew the Agreement for up to one additional year, as needed and approved by the Governor and Executive Council.

Total payments under this Agreement shall not exceed \$5,924,000.00 and shall be expended consistent with an approved line-item budget, which shall be negotiated annually with BEA/OWO. Line-item budgets shall be established upon receipt of grant funds from USDOL, for each program year covered under this Agreement.

Funds authorized under this Agreement are for the sole purpose of implementing WIOA Dislocated Worker services and shall not be used for any purpose other than those activities identified in the Statement of Work outlined in RFP# DBEA 2024-12 for the Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker, released 3/20/2024.

As a condition of this MOU, NHES assumes responsibility for the specific operational, fiscal, and monitoring responsibilities cited in this MOU for the purpose of delivering services to WIOA Dislocated Worker eligible participants and agrees to carry out these duties consistent with the conditions and terms of this Agreement, as well as all applicable federal and state laws, regulations and requirements. This includes maintaining appropriate and adequate internal controls as required by 2 CFR 200.302, 200.303 and 200.400.

NHES shall operate WIOA Dislocated Worker programs at the 12 NH Works offices consistent with the policy and procedures approved by BEA/OWO, and/or the US Department of Labor and the terms and conditions as specified in RFP #DBEA 2024-19 for the WIOA Dislocated Worker Program, released 3/20/2024.

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

Deliverables

1. NHES will be responsible for all deliverables specified in the RFP and all deliverables shall be implemented consistent with the process and procedures outlined in the proposal submitted by NHES in response to the RFP, all of which are incorporated by reference into this MOU.
2. Enrollment goal is 300 new participants per program year of the MOU.
3. WIOA Dislocated Worker Program Performance Goals are established by USDOL on an annual basis. NHES will be responsible for achieving performance measures. For the purpose of this MOU, achieving a goal shall be defined as no less than 80% of any measure. The measures are applied to all participants exited during the program year and shall be determined to have been met or not met based on the final year-end performance report.

Performance goals will be assigned to NHES annually for each of the program years covered under this MOU.

WIOA Performance Measures	New Hampshire	
	Final Negotiated Goals	
	PY 23	PY 24 & PY 25
WIOA Dislocated Worker		
Employment (Second Quarter after Exit)	84.0%	To be determined
Employment (Fourth Quarter after Exit)	81.5%	To be determined
Median Earnings	\$9,100.00	To be determined
Credential Attainment Rate	69.5%	To be determined
Measurable Skill Gains	76.5%	To be determined

4. Staffing Requirements – NHES will maintain a staffing level adequate to effectively manage the WIOA Dislocated Worker sites consistent with the requirements outlined in the RFP. NHES shall submit for approval a staffing plan to the OWO Administrator no later than the first day of July for each program year covered in this MOU.
5. WIOA requires that states report on customer satisfaction annually. NHES will be responsible for implementing the customer satisfaction process that OWO develops, track results, and report outcomes. NHES will also be responsible for compiling an annual report on this topic to be submitted to OWO no later than August 15th of each program year.
6. Reporting Requirements –

Programmatic

- (a) Quarterly programmatic reports are due to OWO by the 30th of the month following a quarter end. The narrative report shall provide updates on new enrollments in comparison to goals, services provided, participant success stories, performance updates, any additional employment and training funds that have been obtained to serve WIOA Dislocated Worker participants, and any issues of concern.
- (b) NHES staff will provide timely and accurate data entry in the Job Match System (JMS) case management system to ensure current information is available for Quarterly and Final Quarterly Performance Reports (QPRs).
- (c) NHES will be required to use JMS tracking and performance report modules to manage system performance at the local level.
- (d) NHES will be required to use Future Works to analyze data on a monthly, quarterly, and yearly basis and to assist with the attainment of performance goals.
- (e) Attainment of Enrollment Goals: NHES will be subject to renegotiation of the MOU award amount if the new enrollment goal has not been met annually.
- (f) A written year-end program, fiscal, and performance report is due to OWO no later than the last day of July following the program year-end date.

- (g) Corrective action reports as deemed necessary.
- (h) The program shall submit a minimum of two participant success stories when requested by OWO (triennially to be submit to the SWIB).
- (i) Ad-hoc reports requested by BEA /OWO as deemed necessary.

Financial

- (a) Invoice for services and related expenses shall be billed monthly. Invoices are due by the 30th of the month following the reporting month.
- (b) WIOA does not require the use of accrual accounting; however, accrual reporting is required by the US Department of Labor and therefore accruals must be included on all invoices for reimbursement.
- (c) NHES shall use the invoice format provided by BEA/OWO.
- (d) NHES shall maintain sufficient documentation on file in their offices to support invoices and make such documentation available for review by authorized BEA/OWO staff and/or its auditors. NHES will be required to attach detailed documentation to support invoice costs.
- (e) Reporting Administration Costs separate from Program Costs consistent with federal cash management policies and procedures.
- (f) Program income reports (if applicable) are to be submitted with the invoice following the end of the most recent quarter in which the program income was earned and any year-end program income reports are to be submitted no later than July 31.
- (g) Year-end Match reports (if any) are to be submitted no later than July 31 of each year.

Property Management

- (a) NHES must maintain a fixed asset inventory system that clearly identifies all non-expendable property with a life expectancy of one year or more and a unit price of \$250 or more, which is purchased or leased with grant funds, and in accordance with 2 CFR 200.313.
- (b) NHES will be required to submit to BEA a complete property inventory report that identifies all property (defined as a unit cost of \$250 or more) and equipment (defined as a unit cost of \$5,000 or more) at the end of each program year.

BEA reserves the right to adjust reporting requirements, upon mutual agreement with NHES, if such adjustments are deemed necessary to meet program objectives.

7. System management requirements and reporting, NHES shall:

- (a) Develop and maintain effective financial systems for the planning and budgeting of funds in accordance with regulations and applicable OMB guidelines.
- (b) Maintain participant files in the Job Match electronic case management system as it complies with rules and regulations, and BEA/OWO procedures and policies.
- (c) Utilize the JMS system at the time of registration/intake to avoid incomplete information and/or re-work and ensure that all customer information is entered into the JMS system within a specified period in accordance with BEA/OWO policy and procedures.
- (d) Notify BEA/OWO in writing of any JMS case management system problems, or any other system management issues that may interfere with the subrecipient's ability to monitor and/or report on local performance in a timely manner.

- (e) Comply with all established reporting requirements, ensuring accurate and timely submissions.
 - (f) System Requirements – NHES shall be responsible for maintaining adequate technology and internet access to ensure timely data entry in the Job Match Case Management System.
8. Data accuracy is critical to the success of the program. The information provided is utilized to gain program funding and to support the need for services. NHES staff will be responsible for the accuracy of the data that is being reported. NHES should institute specific policies to verify the data being reported including but not limited to Internal data validation and monthly Quality Review Analysis. If it is found that data being reported is inaccurate based on regulations and/or policies, BEA/OWO can mandate that staff be provided cases management training which shall be paid for by NHES.

EXHIBIT B
MOU Between Department of Business and Economic Affairs (DBEA) and New Hampshire Employment Security (NHES)

Agreement Period: July 1, 2024 - June 30, 2028
PAYMENT/ FINANCIAL/ BUDGET

1. This Agreement is funded with federal funds from the US Department of Labor made available under the Catalog of Federal Domestic Assistance (CFDA) # 17.278 for the purpose of the delivery of **WIOA Dislocated Worker Services** to eligible residents of New Hampshire. **100% Federal Funds.**
2. Subject to NHES's compliance with the terms and conditions of this MOU, and for services provided consistent with the Scope of Services as outlined in MOU Exhibit A and the RFP, BEA/OWO shall reimburse NHES up to a maximum total payment of \$5,924,000.00
3. Payments for services under this MOU are limited to reimbursement for actual expenses incurred in the fulfillment of this Agreement during the contract effective period.
4. Line-item budgets shall be negotiated annually upon receipt of the federal grant award to the State.
5. Expenditures shall be in accordance with the approved line-item budget negotiated between NHES and BEA/OWO. NHES may amend the budget through line item increases, decreases or the creation of new line items only with prior written approval from BEA/OWO. Adjusted budgets shall not exceed the overall funding granted for each program year and shall not exceed the approved administration cost for each program year.
6. Invoice for services and related expenses shall be billed monthly. Invoices are due by the 30th of the month following the reporting month.
 - (a) At a minimum, all invoices shall be submitted in a format that includes the organization information, date of the invoice, due date, an invoice number, the services provided (including CFDA# 17.278), the BEA/OWO assigned agreement number, the time period under which those services were provided, and the amount due.
7. Reporting Administration Costs separate from program Costs consistent with federal cash management policies and procedures.
8. WIOA does not require the use of accrual accounting, however, accrual reporting is required by US Department of Labor and therefor accruals must be included on all invoices for reimbursement.
9. NHES will either use their negotiated indirect cost rate or pursuant to the exceptions noted at 2 CFR 200.414(f) in the Cost Principles of the Uniform Guidance elect to charge a de minimis rate of 10% of modified total direct costs (see 2 CFR 200.68 for definition of MTDC).
10. An authorized representative of NHES must sign request(s) for payment.

NH Department of Business and Economic Affairs - Office of Workforce Opportunity (OWO)

11. Payments may be withheld pending receipt of required deliverables as defined in Exhibit A of this MOU.
12. A final annual payment request shall be submitted no later than forty-five (45) days from June 30th for each program year. Failure to submit a complete, accurate and timely final invoice by this date could result in non-payment.
13. Request(s) for payment for services performed shall be payable to NHES in accordance with the State of NH's 30-day statutory payment schedule.

Invoices shall be sent to: Melissa.C.Carter@livefree.nh.gov
Office of Workforce Opportunity
100 N. Main Street
Concord, NH 03301

Payment shall be made to: NHES Fiscal Management
45 S. Fruit Street
Concord, NH 03301
Attention: Fiscal Administrator

14. NHES must have written authorization from BEA OWO prior to using MOU funds, to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this MOU for review upon request.
15. A physical annual inventory of WIOA purchased property and equipment will be conducted and submitted to BEA/OWO following the end of every program year.
16. NHES shall maintain sufficient documentation on file in their offices to support invoice, funds, and make such documentation available for review by authorized BEA/OWO staff and/or its auditors.
17. NHES shall report expenditures by program year and will be responsible for achieving the financial performance goal of 100% expenditure of total funds budgeted annually unless otherwise agreed to in writing by BEA/OWO.
18. BEA/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 BEA/OWO and/or the State of New Hampshire.
19. NHES shall adhere to all fiscal management policies and procedures stipulated in this MOU, and all other applicable WIOA, federal, State and BEA/OWO cash management regulations and policies, including the USDOL requirement for accrual reporting.
20. NHES is solely responsible for paying to BEA/OWO any disallowed costs associated with the misappropriation of federal funds, and/or costs expended on individuals who were erroneously

determined to be eligible for WIOA Dislocated Worker services. Disallowed costs may not be paid with federal funds, regardless of the funding source.

21. BEA/OWO reserves the right to increase and/or decrease MOU funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.
22. NHES's use of funds in this MOU must be in accordance with any applicable Workforce Innovation and Opportunity Act (WIOA) program assurances.
23. NHES is prohibited from using federal funds awarded under this MOU for the following items and/or activities: automobiles; lobbying; real property and improvements; cost of interest payments; membership dues; professional license; annual professional dues or fees; finance charges, late fees or penalties; and depreciation charges. This is not intended to be an all-inclusive list. NHES must review any proposed costs outside of the approved line-item budget with BEA/OWO for final approval.
24. WIOA Infrastructure Costs - WIOA sec. 121(b)(1)(B) and 20 CFR 678.400 list the required One-Stop partners; of which include, but are not limited to:

US Department of Labor required 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 41 of title 38, U.S.C.; and Reentry Employment Opportunities (REO) programs 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 200 and 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.

25. Notwithstanding anything to the contrary herein, NHES agrees that funding under this MOU may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions, of this agreement.

MOU EXHIBIT C
MOU Between Department of Business and Economic Affairs (DBEA) and New Hampshire Employment Security (NHES)

SPECIAL PROVISIONS

The Office of Management and Budget (OMB) guidelines governing the fiscal administration of federally funded programs defines the role of New Hampshire Employment Security (NHES) under this Agreement as that of a "Subrecipient" of federal funds (versus a contractor). Therefore, applicable OMB guidelines governing the role of a subrecipient shall be applied to NHES through this Agreement.

Business and Economic Affairs, a department within New Hampshire State government describes the legal document used to implement this service Agreement a "contract" for services. Therefore, all State contract rules and procedures shall be applied to NHES through this Agreement.

As a condition of this contract agreement, NHES (herein after referred to as "the Subrecipient") covenants and agrees that all funds received by the Subrecipient under this Agreement shall be used only as payment to the Subrecipient for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Subrecipient hereby covenants and agrees to:

1. **Compliance with Federal and State Laws:** Eligibility determination for Workforce Innovation and Opportunity Act (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 in the Job Match Case Management System or as prescribed by the Department of Business and Economic Affairs, Office of Workforce Opportunity (BEA/OWO) or at such times as are prescribed by the WIOA or its successor regulations.
3. **Documentation:** The Subrecipient shall maintain an electronic case management data file on each recipient of services within the Job Match Case Management System hereunder, which file shall include all information necessary to support an eligibility determination, individual service strategies, delivery of services, placement, and outcomes at a minimum, and such other information as the BEA/OWO requests.
4. **Grievance Procedures/Customer Complaints/Equal Opportunity:** The Subrecipient understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Subrecipient hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant shall be informed of his/her right to a fair hearing in accordance with the required grievance policy.
 - (a) The Subrecipient shall ensure that all applicants for WIOA Dislocated Worker 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 Job Match System Case Management File.

- (b) The Subrecipient shall ensure that all personnel funded with WIOA Dislocated Worker funds are trained in the grievance policy and procedure applicable for the funding source supporting this Agreement.
 - (c) The Subrecipient shall ensure that all personnel funded with WIOA Dislocated Worker funds are trained in the Equal Opportunity (EO) law, policy, and procedure applicable for the funding source supporting this Agreement, and that refresher training is provided annually.
 - (d) The Subrecipient shall ensure that the BEA/OWO EO Officer is informed immediately of any formal grievance filed by a program applicant or participant.
 - (e) The Subrecipient shall respond either verbally or in writing to any complaint that does not constitute a formal grievance within two days from receipt of such complaint.
5. **Gratuities or Kickbacks:** The Subrecipient agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Subrecipient, any sub-contractor or subrecipient of the Subrecipient or the State in order to influence the performance of the Scope of Services detailed in Exhibit B of this Agreement. The State may terminate this Agreement and any sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees, or agents of the Subrecipient, or sub-contractor or subrecipient of the Subrecipient.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Subrecipient for costs incurred for any purpose or for any services provided to any individual prior to the effective date of the Agreement. No payments shall be made for expenses incurred by the Subrecipient 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 participant records specified above, the Subrecipient covenants and agree to maintain the following records during the Agreement period:
- (a) **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Subrecipient in the performance of the Agreement, and all income received or collected by the Subrecipient during the Agreement period, are 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/OWO, 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/OWO.
 - (b) **Statistical Records:** Statistical enrollment, attendance or visit records for each recipient of services during the Agreement 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/OWO to obtain payment for such services.

8. **Audit:** the Subrecipient shall submit a copy of their annual audit report to BEA/OWO within 60 days after receiving the final and approved report from the auditor. The report must be prepared in accordance with the provision of Office of Management and Budget (OMB) Uniform Guidance 2 CFR Part 200 Subpart F "Audit Requirements" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
 - (a) **Audit and Review:** During the term of this Agreement and the period for retention hereunder, BEA/OWO, the United States Department of Labor, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts, and transcripts.
 - (b) **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Agreement, it is understood and agreed that the Subrecipient shall be held liable for any state or federal audit exceptions and shall return to BEA/OWO, all payments made under the Agreement to which exception has been taken or which have been disallowed because of such an exception.

9. **Confidentiality of Records:** the Subrecipient 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 Dislocated Worker applicant/participant such information shall be divulged only as necessary for purposes related to the performance or evaluation of this Agreement, and to persons having responsibilities under the Agreement:
 - (a) The Subrecipient is responsible for taking reasonable steps to ensure the physical security of such data under its control.
 - (b) The Subrecipient is responsible for ensuring each of its employees, vendors or subrecipients being involved with personal data or other confidential information are informed in the laws and regulations relating to confidentiality.
 - (c) Each employee funded through this Agreement shall be required to sign a confidentiality statement provided by the Subrecipient and kept on file.

10. **Mandated Data Entry Systems:** That the Subrecipient will be legally obligated to enter program-reporting data required by BEA/OWO and/or the US Department of Labor, relating to all participants served during the Agreement period in the case management system mandated by BEA/OWO. (e.g., Job Match System). The Subrecipient shall be responsible for keeping participant's files up-to-date, and timely enough to meet quarterly reporting deadline requirements.

11. **Disallowed Costs:** The Subrecipient will be solely responsible for paying BEA/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.

12. **Veterans' Priority Provisions:** NHES 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.

13. **Buy American Notice Requirement:** To the greatest extent practicable, and the extent to which purchases are allowable in this Agreement, NHES agrees to purchase American made equipment and products. (See WIOA Section 505-Buy American Requirements).
14. **Salary and Bonus Limitations:**
 - (a) No funds available under this Agreement 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 agreement pay only a portion of the salary or bonus, the WIOA Dislocated Worker funds may only be charged for the share of the employee's salary or bonus attributable to the work performed on the WIOA Dislocated Worker 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 Dislocated Worker.
 - (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.
15. **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:
 - (a) the copyright in all products developed under the grant, including a sub grant or contract under the grant or sub grant, and;
 - (b) rights of copyright to which the grantee, sub grantee or a contractor purchases ownership under an award (including, but not limited to, curricula, training models, technical assistance products, and any related materials) Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise.
 - (c) 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 Agreement funds, including intellectual property, these revenues are program income. Program Income is added to the Agreement and must be expended for allowable Agreement activities.
16. If applicable, the following language needs to be included on all products developed, in whole or in part, with grant funds in accordance WIOA law:

"This workforce product was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. This product was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not

limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. The institution that created it copyrights this product. Internal use by an organization and/or personal use by an individual for non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner."

17. **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of "funding agreement" 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 agreement," 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 Agreements," and any implementing regulations issued by the awarding agency.
18. **Requirement to Provide Certain Information in Public Communications "Stevens Amendment"** (Public Law 116-94, Division A, Title V, Section 505): Pursuant to P.L. 116-94, Division A, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:
- (a) The percentage of the total costs of the program or project which will be financed with Federal money;
 - (b) The dollar amount of Federal funds for the project or program; and
 - (c) The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

The requirements of this part are separate from those in the 2 CFR part 200 and, when applicable, both must be complied with.

19. **Certification Regarding 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.
- (a) The Subrecipient shall certify by signature to this agreement that to the best of their knowledge, neither the Subrecipient nor any of its principals:
 - i. 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;
 - ii. have within a five-year period preceding this agreement 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 Agreement 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;

- iii. 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
 - iv. have not within a three-year period preceding this agreement 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).
21. **Compliance with Procurement of recovered materials:** The Subrecipient shall certify by signature to this agreement that they shall comply with Solid Waste Disposal Act to the extent that such provisions may apply to this agreement. 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).
22. **Breach of Contract:** Contracts and sub-awards for more than the Simplified Acquisition Threshold currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors/subrecipients violate or breach contract terms. The Subrecipient agrees to comply with the terms and conditions as set forth in the State Contract P-37 document #8, which provides for such sanctions and penalties as appropriate.
23. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity. In addition to the Event of Default/Remedies as outlined in number eight (8) of the NH P-37 Contract Document; BEA/OWO by thirty (30) day written notice, may terminate this agreement, in whole or in part, when it is in the best interests of BEA/OWO. For supplies, the Subrecipient shall be compensated in accordance with its auditable costs to point of notification of termination. For services, BEA/OWO shall be liable only for payment in accordance with the payment provisions of the agreement for the actual services rendered to the effective date of the termination.
24. **Equal Employment Opportunity.** As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the Subrecipient assures that it has the ability to

comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

- (a) Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I- financially assisted program or activity;
- (b) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- (c) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (d) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
- (e) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- (f) Compliance with 29 CFR part 38 and all other regulations implementing the laws listed above.
- (g) The Subrecipient shall agree by signature to this agreement to comply with the requirement to include equal opportunity clause outlined below. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

25. During the performance of this Agreement, the Subrecipient agrees as follows:

- (a) The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (b) The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (c) The Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee

who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (d) The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipients commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (f) The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the awarding agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (g) In the event of the Subrecipient's non-compliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (h) The Subrecipient will include the provisions of paragraphs (1) through (8) in every sub award or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub awardee or vendor. The Subrecipient will take such action with respect to any sub-award or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *provided*, however, that in the event the Subrecipient becomes involved in, or is threatened with, litigation with a sub awardee or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

26. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148):** The Subrecipient shall certify by signature to this agreement that they are familiar with the Davis-Bacon Act and shall comply with the provisions of this act to the extent it is or becomes applicable to this agreement. 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/subrecipients 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/subrecipients 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 sub award 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 or sub awards 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 Subcontractors 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.

27. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708):** The Subrecipient shall certify by signature to this agreement that they are familiar with the Contract Work Hours and Safety Standards Act and shall comply with the provisions of this act to the extent it is or becomes applicable to this agreement. Where applicable, all contracts and sub awards 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/subrecipient 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.
28. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** Contractors/Subrecipients 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.
29. **Prohibition on certain telecommunications and video surveillance services or equipment:** The Subrecipient agrees to comply with Public Law 115-232, section 889 regarding the prohibition on certain telecommunications and video surveillance services or equipment and agrees to not use any covered equipment or services produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (See 2 CFR § 200.216).

EXHIBIT D

CERTIFICATION REGARDING LOBBYING

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

US DEPARTMENT OF LABOR - SUBRECIPIENTS

Programs (indicate applicable program covered):
Title I Workforce Innovation and Opportunity Act (WIOA) Programs
Agreement Period: July 1, 2024, through June 30, 2028

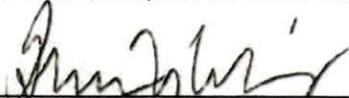
The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-subrecipient).

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-subrecipient), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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



(Subrecipient Representative Signature)

George N. Copadis, Commissioner

(Authorized Subrecipient Representative Name & Title)

New Hampshire Employment Security (NHES)

(Subrecipient Name)

(Date)

NHES Initials 
Date 6/7/24

EXHIBIT E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, BEA may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

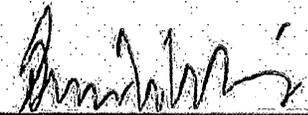
1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b)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

LOWER TIER COVERED TRANSACTIONS

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

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

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



(Subrecipient Representative Signature) George N. Copadis, Commissioner
(Authorized Subrecipient Representative Name & Title)

New Hampshire Employment Security (NHES) 6/7/24
(Subrecipient Name) (Date)

EXHIBIT F

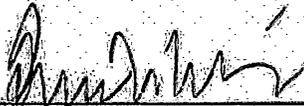
CERTIFICATION REGARDING
COMPLIANCE WITH SECTIONS 504 OF THE REHABILITATION ACT OF 1973, as
AMENDED AND AMERICANS WITH DISABILITIES ACT OF 1990

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

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

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

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



(Subrecipient Representative Signature)

George N. Copadis, Commissioner

(Authorized Subrecipient Representative Name & Title)

New Hampshire Employment Security (NHES)

(Subrecipient Name)

6/7/24
(Date)

