



STATE OF NEW HAMPSHIRE  
**American Recovery  
and Reinvestment Act**



**REQUEST FOR PROPOSALS FOR  
NH RECOVERY FOR  
SUMMER YOUTH EMPLOYMENT SERVICES FOR  
OUT-OF-SCHOOL YOUTH  
FUNDED BY  
WORKFORCE INVESTMENT ACT**

**(Economically disadvantaged youth with barriers between the ages of 18-21  
inclusively)**

**PY2010**

Sponsored by the NH Youth Council in coordination with the NH Department of Education. Funding is provided by the NH Department of Resources and Economic Development's Office of Workforce Opportunity, through Workforce Investment Act Youth funds granted through the US Department of Labor, Employment and Training Administration.

*The NH Department of Education and Department of Resources and Economic Development are proud sponsors of the NH WORKS system, a Proud Member of America's Workforce Network, and an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. TDD: 1-800-622-9180*



## **NOTES:**

1. This Request for Proposal (RFP) is being released as a result of anticipated federal funding from the US Department of Labor to provide summer employment to out-of-school youth between the ages of 18-21 during the period of May 1, 2010-September 30, 2010.
2. As this Request for Proposal is released, it is unclear whether these funds will be ARRA, formula, or other funds. We are anticipating significantly increased level of public, media, and federal auditing scrutiny of how funds are utilized.

## **Program Overview**

### **Purpose:**

The Youth Council, in conjunction with the NH Department of Education, requests proposals to provide services and programs for the 2010 Summer Youth Employment Program to be funded through the federal Workforce Investment Act and the American Reinvestment and Recovery Act. There are five (5) components to a successful summer youth employment program:

- **Recruitment of Eligible Youth:** Marketing and promotion of the program to achieve successful recruitment and application supporting documentation and certification of eligible out-of-school youth between the ages of 18-21 that are economically disadvantaged with barriers (See WIA Youth Summer Youth Employment Program Requirements at [www.nhworks.org](http://www.nhworks.org) if you are not familiar with the eligibility requirements).
- **Assessment:** Conduct a brief assessment of each youth certified eligible to determine student's pre-work experience and academic skill level.
- **Program Development:** Develop and oversee a Summer Employment Work Experience Program whereby students are paid either through private sector wage or through subsidized wages paid through this grant at the current NH minimum hourly wage rate of \$7.25. A component of the program includes successful transition into advanced training, post-secondary education, unsubsidized employment, apprenticeship, and/or military entry at the end of the program.
- **Employer of Record:** The contracting organization is the employer of record and responsible for weekly payroll and related deductions based on student's weekly program hours.
- **Reporting:** Through a web-based reporting system, reporting of services provided to each student on a weekly basis including status in attainment of work readiness goals.

## **Illustrations of Applicable Summer Youth Employment Program Options:**

Summer Youth Employment is defined as academic learning and occupational learning with an emphasis on work readiness instruction.

The following list represents potential illustrations that may be used to achieve the purposes intended under this Request for Proposal (RFP).

- Unsubsidized or subsidized employment (at minimum wage \$7.25)
- Public work experience whereby employer is reimbursed up to 50% of student's wages at minimum wage rate
- Dropout recovery programming in a school-to-work context
- Group project based learning
- Entrepreneurial training
- Pre-Employment and Work Readiness Training
- Career Camps
- Occupational Skills Training
- Community improvement projects
- Combination of work and academic instruction programs for student to maintain or increase academic skill level, attain academic or post-secondary credit, study skill instruction, Plato or other software credit recovery, or GED. Academic component may include summer school.
- Career exploration through rotation through career and technical education courses
- Other similar strategies that meet the federal definition of summer employment.

**Eligible Applicants:** Interested applicants (community-based organizations, school districts, postsecondary institutions, faith-based organizations, agency collaboratives, etc.) that are either recognized businesses by the NH Secretary of State's office, or school districts recognized by the NH Department of Education.

**Contract period:** It is anticipated that programs funded through this RFP will be contracting with NHDoe for the period 5/1/2010 through 9/30/2010.

**Additional Information:** If you are interested in applying for funding under this program, please review carefully the website at [www.nhworks.org](http://www.nhworks.org) for a description of WIA Youth Summer Employment in the Breaking News section.

**I. Application Due Date, Further Information, and Voluntary Technical Assistance**

**Application Due Date.** Your completed application (an original and six copies) will be accepted until available funds are obligated. The following calendar reflects deadlines and approval dates:

January 28, 2010 4 pm	Deadline for Proposal submission
January 29- February 4, 2010	Youth Council review team to review and recommend to Youth Council for funding
February 5-February 28, 2010	Completion of contract and contracting items
March 1-April 30, 2010	Review of contracts by Attorney General's Office and

	Governor and Council
May 1 – September 30, 2010	Summer Youth Program Operation

Only complete applications received on or before the above date will be considered for review. When funds are completely obligated, notification will be posted on the [www.nhworks.org](http://www.nhworks.org) website.

***Address for Submitting Applications:***

Bonnie St. Jean, Administrator  
 Bureau of Youth Workforce  
 NH Department of Education  
 21 South Fruit Street, Suite 20  
 Concord, NH 03301

**Proposal Inquiries:** All questions related to this RFP must be submitted in writing, by e-mail or fax (include your fax number), no later than January 22, 2010 at 4 pm to:

Bonnie St. Jean, WIA Title I Youth Administrator  
 New Hampshire Department of Education  
 21 South Fruit Street, Suite 20  
 Concord, NH 03301  
 Fax (603) 271-7095  
 E-mail: [bst.jean@ed.state.nh.us](mailto:bst.jean@ed.state.nh.us)

The Department of Education will address inquiries received by the deadline, in writing, if they are determined to be vital to the approval process. In addition, any modifications to the specifications contained in this RFP shall be made in writing by the Department of Education immediately following the deadline for receipt of inquiries and no other changes will be entertained after that date. All questions and responses will be found on the NH Works website ([www.nhworks.org](http://www.nhworks.org)). Verbal agreements or instructions from any source are not authorized or binding on the State of New Hampshire.

**II. Amount Allocated**

- (A) ***Available Funding.*** Funding for programs under this RFP is contingent on the final federal allocation received through the US Department of Labor.
- (B) ***Maximum Grant Award.*** There is no maximum grant award; however, programs that are most cost effective will receive higher scoring for potential funding.
- (C) ***Reduction of Requested Grant Amounts.*** You may be awarded an amount less than requested if:
  - (1) It is determined that some elements of your proposed action plan are ineligible for funding;
  - (2) Insufficient amounts remain under the allocation to fund the full amount you requested, and the Youth Council determines that partial funding is a viable option;

- (3) The Youth Council determines that a reduced grant would prevent duplicative federal funding;
- (4) Application has merit but needs additional technical assistance to meet federal or Youth Council expectations.

**III. Program Description and Eligible Activities Summary (see [www.nhworks.org](http://www.nhworks.org) Breaking News for full description if you are unfamiliar with WIA Youth Summer Jobs program requirements).**

**(A) *Program Description and Eligible Activities.***

- (1) **Recruitment:** The training provider is responsible for recruitment of eligible youth including advertising and development of related materials.
- (2) **Assessment and Individual Service Strategy:** Programs must provide an assessment of each youth's academic levels and work readiness skill levels. Individuals may not be provided assessment until student's application is certified eligible by the NH Department of Education. Training services cannot commence until student has completed the assessment process and development of an Individual Service Strategy has occurred.

**IV. Program Requirements:**

- (A) ***Term of Funded Activities:*** Your grant term, contingent on Governor and Council's approval date or May 1 (whichever is later) through September 30, 2010.
- (B) ***Multiple Sites:*** There is no limit to the number of sites that can be included in your application. However, if you include more than one site in your application, all sites must be located in the same regional area. The four regions are 1) Cheshire, Merrimack and Sullivan counties; 2) Hillsborough county; 3) Rockingham and Strafford counties and 4) Belknap, Carroll, Coos, and Grafton counties. If there are multiple sites within that regional proposal, separate pages for each section specific to that site should be included in the regional proposal including individual site budgets and narratives. An application for each region may be submitted.
- (C) ***Sub-grants and Subcontracting:*** You may directly undertake or subcontract for any of the eligible activities under this RFP as identified and approved in your proposal.

**V. Application Selection Process**

- (A) ***Rating and Ranking:*** All applications will be evaluated competitively and ranked against applications in the same region. The maximum number of points for this program is 120.
- (B) ***Distribution of Funds.*** The goal is to distribute funds throughout the geographic regions of the state as funding permits.
- (C) ***Procedure to Resolve Tied Scores.*** If two or more applications have the same score and there are insufficient funds to fund all of them, the application with the most cost effective proposal will be selected.

(D) *Factors for Award Used to Evaluate and Rate Applications.* Each application submitted will be evaluated using the following selection criteria set forth below.

**Rating Factor 1: Program Design (25 points):** The applicant's proposal must reflect an understanding of their targeted population, the ability to recruit and enroll students, a process to provide student's age and interest appropriate work and academic experience to achieve program outcomes within the specified timelines.

**Rating Factor 2: Organizational Experience: (25 points):** The applicant has delivered similar services to similar youth or other populations in the past and has the capacity to achieve the enrollment and outcomes identified in this RFP. The staffing plan is adequate to address the RFP needs in serving youth and meeting federal reporting requirements. Staff are experienced and qualified to provide experiences to youth? The facilities are handicap accessible, reasonable and appropriate for the program. There is adequate equipment (such as computers) available for the participants.

**Rating Factor 3: Past Outcomes (25 points):** The applicant demonstrates a history of providing the same or similar services to similar populations and achieving performance outcomes.

**Rating Factor 4: Budget (25 points):** The budget and narrative must adequately explain the budget rationale. The budget costs are necessary, reasonable, allowable, and appropriate. The organization's financial statement reflects organizational stability.

**Bonus Points: Occupational or work experience training in high demand occupations (10 points):** Health care, green jobs, weatherization, information technology, and advanced manufacturing.

**Bonus Points: Serving the Neediest Youth (10 points):** Documentable linkages with federally defined neediest youth agencies and organizations to serve the neediest youth populations. See Program Description if unfamiliar with definition of neediest youth populations.

***Forms and Certifications:***

Form A: Proposal Cover Sheet that includes signature of authorized signatory for proposal submission and assurances.

Form B: Budget Requests

Form C: Salaries and Fringes

Form D: Proposal Narrative

**VI. Application Submission Requirements**

Your application must include required Forms A through D as well as addressing each of Rating Factors 1 through 4, plus Bonus Points (if applicable). Failure to address question(s) may cause the application to be deemed non-responsive and constitute grounds for rejection of the proposal.

**Other Application Items:**

- (1) Letters to support collaboration and leveraging of resources from community agencies and partners. (We are not looking for letters of reference or program endorsements.)
- (2) Copies of job descriptions and resumes of personnel hired for funded positions
- (3) Copy of most recent financial audit
- (4) For non-school district applications
  - a) Certificate of Authority
  - b) Organizational Bylaws
  - c) Articles of Agreement
  - d) Organization's Mission Statement
  - e) Certificate of Good Standing
  - f) List of Board of Directors indicating which ones are voluntary and which ones are paid by the company/organization.
  - g) Certificates of Insurance for workers compensation and general liability

Final approval of contract may be subject to Governor and Council approval in spring, 2010.

**VII. Corrections to Deficient Applications:** The Youth Council reserves the right to gather additional information from an applicant should it desire to do so during the review period.

**VIII. Authority:** This program is authorized under the Workforce Investment Act of 1998, Public Law 105-220 and the 2009 the American Reinvestment and Recovery Act.



## **FORM E: Assurances and Performance Measures**

### **The subrecipient/contractor assures and certifies that they will comply with:**

1. WIA Statute: The Workforce Investment Act of 1998, Public Law 105-220, is incorporated herein as if fully written. What is the Stimulus Statute?
2. WIA Regulations Title 20 Code of Federal Regulations (CFR), Part 652 et al, Workforce Investment Act (WIA); Final Rules dated August 11, 2000.
3. Federal Standards and Uniform Administrative Requirements for State and Local Governments, Institutions of Higher Education and Other Non-Profit Organizations Title 29 CFR, Parts 95 or 97, and OMB Circulars A-21, A-87, or A-122.

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. WIA State Policy All the terms and conditions of its contract with the NH DOE/Council and the State of New Hampshire Unified Workforce Development Plan as said plan applies to the program services provided by the subrecipient/contractor are by this reference incorporated herein as if fully written.

Further the subrecipient/contractor shall abide by and follow the directions of the WIA Policy and Procedures developed by the Council and NH DOE as issued and/or all subsequent WIA Policy and Procedure revisions and modifications thereto.

Hereinafter, the term “WIA 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 WIA authorizing legislation, applicable Federal Regulations, and State Policy, then the terms of WIA shall supersede that term or condition and govern the performance of the parties under that part.
6. Amendments The subrecipient/contractor further assures and certifies that if the Federal Regulations or State Policy is amended, it shall comply with same or notify the NH DOE in writing within 15 days after promulgation of the amendments that it cannot so comply, so that NH DOE may take such action as it deems necessary.

It is the responsibility of the NH DOE to notify the subrecipient/contractor in writing of any proposed or promulgated amendments of the Act, Federal Regulations, or State Policy to allow the subrecipient/contractor a reasonable time to effect compliance.

7. Insurance Before commencing work on this contract the subrecipient/contractor must provide certificates of insurance (or provide evidence of self-insured status) to show that the following minimum coverages are in effect (if applicable): Workers Compensation; Unemployment Compensation, General Liability (\$1,000,000); Vehicle Coverage (bodily injury: \$250,000/accident; property damage: \$50,000/accident);

Subrecipient/Contractor is responsible for securing documentation that shows similar coverages are in effect for any relationships entered into with additional subcontractors/subrecipients.

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

8. Other Applicable Statutes The subrecipient/contractor shall comply with the provisions of:

29 CFR Part 93 Restrictions on Lobbying

29 CFR Part 98 Government wide Debarment and Suspension, Requirements for a Drug Free Workplace

29 CFR Part 37 Nondiscrimination and Equal Opportunity Requirements

OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations

The Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, 42 U.S.C 12101-12213 and 47 U.S.C 225 and 611)

Hatch Act (5 U.S.C. Subsection 1501-1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds

Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 as amended (P.L. 91-616)

Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. Section 794, 29 CFR Part 32)

Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. Subsection 1681-1683, and 1685 and 1686)

The Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101-6107)

Title VI of the Civil Rights Act of 1964 (P.L. 88-352 / 29 CFR Part 31)

Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended

Davis-Bacon Act (40 U.S.C. Subsection 276a to 276a-7) regarding labor standards for federally assisted construction sub-agreements

Copeland Act (40 U.S.C. Subsection 276C and 18 U.S.C. Subsection 874) regarding labor standards for federally assisted construction sub-agreements

Contract Work Hours and Safety Standards Act (40 U.S.C. Subsections 327-333) regarding labor standards for federally assisted construction sub-agreements

Occupational Safety and Health Act, including State and Federal law which are applicable to similarly employed employees of the same employer who are not participants in programs under WIA.

9. Political Activities

The subrecipient/contractor shall not provide financial assistance for any program under this Act, which involves the following political activities:

No participant may engage in any political activities during hours for which the participant is paid with funds under the Act.

No participant may, at any time, engage in any political activities in which such participant represents himself/herself as a spokesperson of any program under this Act.

No participant may be employed or out stationed in the Office of a member of Congress, of a state or local legislator or on any staff of a legislative committee.

No participant may be employed or out stationed in the immediate office of any chief-elected executive official (or officials, if the office of chief executive is shared by more than one person) of the State or unit of general local government, except that:

- Subrecipient/contractors in rural areas may employ participants in such positions provided that documentation is presented to and approved by the NH DOE/Council 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 the NH DOE/Council for approval prior to enrollment of participants in such positions.

Subrecipient/contractors shall develop safeguards to ensure that participants placed in these positions are not involved in political activities.

10. Nepotism No individual may be placed in a WIA 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.

11. Political Patronage The subrecipient/contractor shall not select, promote, or reject a participant, vendor, or subrecipient/contractor based on political affiliations or belief. The selection or advancement of employees as a reward for political services or as a form of political patronage is prohibited whether or not the political service or patronage is partisan in nature.

12. Conflicts of Interest The subrecipient/contractor shall be aware of, and abide by, any and all conflict of interest policies currently in place, or later established by NH DOE/Council.

13. Kickbacks No officer, employee, or agent of any subrecipient/contractor shall solicit or accept gratuities, favors, or anything of monetary value from any actual or potential participant or any of its potential sub-subrecipient/contractors.

14. Unionization and Anti-unionization Activities/Work Stoppages

No funds under the Act shall be used in any way to either promote or oppose unionization.

No individual shall be required to join a union as a condition for enrollment in a program in which only institutional training is provided, unless such institutional training involves individuals employed under a collective bargaining agreement which contains a union security provision.

No participant may be referred to or placed into, or remain working in any position which is affected by labor disputes involving work stoppage. If such a work stoppage occurs during the grant period,

participants in affected positions must: (a) be relocated to positions not affected by the dispute; (b) be suspended through administrative leave; or (c) where participants belong to the labor union involved in the work stoppage, be treated in the same manner as any other union member except such members must not remain working in the affected position. The subrecipient/contractor shall make every effort to relocate participants, who wish to remain working, into suitable positions unaffected by the work stoppage.

15. 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 subrecipient/contractor shall not charge a fee to any individual for the referral or placement of that individual in any program.

16. 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.

17. 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).

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

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

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

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

18. Financial Management

GAAP shall be used, or in absence of such system, the subrecipient/contractor shall maintain a financial and accounting system that provides adequate internal controls and records to allow the NH DOE, Council, USDOL, State auditors, etc. to audit and monitor the subrecipient/contractor's programs.

Bank accounts shall have FDIC coverage.

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 the NH DOE within three (3) working days of obtaining such knowledge.

19. Program Income The addition method shall be required for use of all program income earned under WIA 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.
20. Record Retention Records of participants shall be forwarded and become the property of DOE upon completion of services. Other pertinent records (i.e. Employee, financial, statistical, and non-expendable property records and supporting documents) shall be kept at the applicant's site for a period of three years beginning on the date of the subrecipient/contractor's submission of the final report to the NH DOE.

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 subrecipient/contractor shall retain the records beyond the three-year period until the litigation, audit findings, or claim has been finally resolved;

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

Records including books of account for the expenditure of WIA funds to enable the NH DOE, the Council, the State, or USDOL to audit and monitor the program.

Records concerning each employee and participant involved in a WIA program. Records shall provide information required by the NH DOE and outlined in the contract.

The subrecipient/contractor shall observe the Federal and State regulatory policies regarding public access to records and confidentiality of personnel records maintained for a program under this grant.

21. Title to Property Title to any and all real or non-expendable personal property received or acquired by the subrecipient/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 29 CFR, Part 97, Subsections 97.31 and 97.32 through 95.34 and State surplus property regulations.
22. Relocations The subrecipient/contractor shall not use funds under the Act to assist in relocating establishments, or parts thereof, from one area to another unless such relocations will not result in an increase in unemployment in the area of original location or in any other area.
23. Program Management The subrecipient/contractor shall monitor its programs monthly.

Written policies and procedures shall be established, implemented, in effect, and followed.

Policies shall include procedures for collecting performance information, assessing performance problems, developing and implementing appropriate remedial actions, and shall provide descriptions of each activity and service provided under the contract.

Sufficient management systems shall exist to provide regular and continuous assessment and monitoring of all program and fiscal systems covered under the contract, as well as grievance and hearing procedures. Monitoring shall ensure compliance with the Act, federal regulations, state policy, and any subsequent amendments thereto, and shall assessments include any and all subcontractors. Subrecipient/contract 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 the NH DOE.

Such notification shall include a statement of remedial actions taken or contemplated, and any assistance needed from the NH DOE to resolve the situation. Should favorable developments or events occur, such information shall also be submitted to the -NH DOE.

The subrecipient/contractor shall fully cooperate with authorized NH DOE, Council and Federal representatives who visit to review program accomplishments and/or provide technical assistance.

24. NH DOE Monitoring and Evaluation of Subrecipient/contractors The NH DOE 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 subrecipient/contractor capability to carry out programs and activities

Monitoring subrecipient/contractor maintenance of records on all expenditures of funds

Reviewing EEO procedures as applicable

The NH DOE will document its findings and make recommendations for corrective action whenever it identifies noncompliance with the Act, Regulations, or terms of the contract.

The subrecipient/contractor shall review all material submitted to it by the NH DOE and respond to the NH DOE with respect to the action taken or planned in response to the recommendations made.

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

26. Assessment – Specific assessment requirements are outlined in the contract body.

27. Participants Rights and Benefits Every participant, prior to entering a WIA 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 WIA complaint and Hearing Procedure: and if the participant is still active in a partners' services, the subrecipient/contractor must provide information pertinent to the complaint to the NH DOE/Council, and attend and testify on behalf of the NH DOE/Council at the fair hearing if so requested; and

The complaint procedures provided by the subrecipient/contractor. (O.J.T. participants will first follow specific complaint hearing procedures of their employers.)

28. Termination Nothing in this section shall restrict a subrecipient/contractor from effecting terminations for cause, or from effecting suspensions or transfers; under such terms and conditions determined appropriate under the Policy and/or directions of the NH DOE. If a participant is being terminated involuntarily and for cause other than completion of program intent, the subrecipient/contractor shall provide the participant with written notice of the impending termination from his/her particular program activity or from the total WIA program and a contact person for questions and further information at least two (2) weeks prior to the effective date of termination. In a case where the participant presents an immediate danger to him/herself and/or others, termination could take place immediately with the participant being informed of the conciliation/grievance process. A dated copy of the notice shall be maintained in the participant's file. The subrecipient/contractor will cooperate in assisting NH DOE and Council staff in conciliation if so warranted.

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

The minimum wage rate specified in section (6) (a) (1) of the Fair Labor Standards Act;

The prevailing wage rate for persons similarly employed;

The minimum entrance wage rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance wage rate for the occupation in other establishments in the area;

The wage rate required by an applicable collective bargaining agreement; or

The prevailing wage rate established by the Department of Labor in accordance with the Davis-Bacon Act.

30. 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 subrecipient/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.

31. 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 WIA, the Administrative Law Judge, New Hampshire State

Judiciary or the Council 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 the Council 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.

32. Access to Records/Audits All WIA 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 Circular A-133, such audit shall include any and all funds provided by the NH DOE to subrecipient/contractor during the period of time covered by such audit. Subrecipient/contractor assures that a copy of the final audit which pertains to such funds shall be forwarded to the NH DOE within thirty (30) days following the final audit's issuance date.
33. Sanctions In the event of noncompliance with the contract or these Assurances, the NH DOE may, with written notice to the subrecipient/contractor stating the reasons therefore, immediately terminate, suspend or transfer all or part of the funding provided under this contract or take action, or direct such other action be taken by the subrecipient/contractor, pertaining to program or financial operations as the NH DOE deems necessary.

If the subrecipient/contractor has been found to be in violation of the non-discrimination and/or equal opportunity provisions of WIA, the NH DOE/Council shall follow their policy, based on the administrative procedures set forth in 29CFR part 37.

34. Reimbursement to NH DOE: The subrecipient/contractor shall be responsible for refund, repayment, and reimbursement for funds under the following conditions:

When any or all monies provided under this contract or under any previous contract have been expended by the subrecipient/contractor in a manner or for a purpose determined by the NH DOE 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 the NH DOE and shall be repaid to the NH DOE immediately upon demand from funds other than those provided under WIA; 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 subrecipient/contractor as required by the contract, Act, Federal Regulations, or State Policy, and is determined by the NH DOE not to be an allowable or allocable cost or expenditure, such sum shall be due and owing the NH DOE and shall be repaid to the NH DOE immediately upon demand from funds other than those provided under the WIA.

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

A meeting between the NH DOE and the subrecipient/contractor will occur for discussion of the NH DOE's concerns regarding the subrecipient/contractor's performance before the NH DOE imposes additional standards of performance upon the subrecipient/contractor.

In imposing additional standards of performance, the NH DOE shall notify the subrecipient/contractor of the additional standards imposed; an explanation as to why the standards are needed; and any corrective actions which must be taken by the subrecipient/contractor to have the additional standards removed.

36. Cessation or Transfer of Activities: In the event of notification to the subrecipient/contractor of termination, suspension or transfer by the NH DOE, the subrecipient/contractor shall, at the direction of the NH DOE, immediately cease and desist from any and all expenditure, commitment or encumbrance of any and all monies received by the subrecipient/contractor under this or any previous contract with the NH DOE. Any monies so received by this subrecipient/contractor and remaining at the time of termination, suspension or transfer shall be immediately refunded or otherwise disposed of by the subrecipient/contractor in accordance with the directions of the NH DOE.

In the event of termination, suspension or transfer, the subrecipient/contractor warrants that it will fully cooperate with and provide all reasonable assistance to the NH DOE 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 the NH DOE.

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 the NH DOE the subrecipient/contractor shall be reimbursed for those expenses.

37. Prohibited uses of stimulus funds: None of the funds may be used for any casino or other gambling establishment, aquarium, zoo, golf course or swimming pool.
38. All awardees shall promptly refer to the appropriate inspector general any credible evidence that a person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving these funds.
39. BUY AMERICAN SEC. 1605. USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS.  
(a) None of the funds appropriated or otherwise made available by this Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

#### SEC. 1606 WAGE RATE REQUIREMENTS

Notwithstanding any other provisions in this Act, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Number 14.

## **Attachment A – Performance Measure**

Attainment of work readiness skills goal as defined by the U S Dept. of Labor: A measurable increase in work readiness skills including world-of-work awareness, labor market knowledge, occupational information, values clarification and personal understanding, career planning and decision making, and job search techniques (resumes, interviews, applications and follow-up letters). They also encompass survival/daily living skills such as using the phone, telling time, shopping, renting an apartment, opening a bank account, and using public transportation. They also include positive work habits, attitudes, and behaviors such as punctuality, regular attendance, presenting a neat appearance, getting along and working well with others, exhibiting good conduct, following instructions and completing tasks, accepting constructive criticism from supervisors and co-workers, showing initiative and reliability, and assuming the responsibilities involved in maintaining a job. This category also entails developing motivation and adaptability, obtaining effective coping and problem-solving skills, and acquiring an improved self image.

The same standard established by US DOL for the State of New Hampshire will be the standard applied to all contractors.