



New Hampshire

**Department of Education**

**WIOA**  
Workforce Innovation and Opportunity Act

State of New Hampshire  
Department of Education  
Bureau of Adult Education

Statewide Professional Development  
SFY 2020 – SFY 2023 July 1, 2020 – June 30, 2023

RFP BAE-2019-002

Date Issued: 2/7/2020

The New Hampshire Department of Education does not discriminate on the basis of race, color, religion, marital status, national/ethnic origin, age, sex, sexual orientation, or disability in its programs, activities and employment practices. This statement is a reflection of the Department of Education and refers to, but is not limited to, the provisions of the following laws: Title IV, VI and VII of the Civil Rights Act of 1964-race color, national origin, The Age Discrimination in Employment Act of 1967, The Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972 (Title IX)-sex, Section 504 of the Rehabilitation Act of 1973 (Section 504)-disability, The Americans with Disabilities Act of 1990 (ADA)-disability, and NH Law against discrimination (RSA 354-A).

Auxiliary aids and services are available upon request to individuals with disabilities

# Contents

Section 1 – Overview and Schedule .....	5
1.1 Executive Summary .....	5
1.2 Required Activities .....	6
1.3 Permissible Activities .....	7
1.4 Schedule.....	8
Section 2 - Description of Agency/Program Issuing the Request for Proposals .....	9
2.1 NH Department of Education .....	9
2.2 Bureau of Adult Education .....	9
Section 3 – Proposed Scope of Work .....	10
3.1 Overview.....	10
3.2 General Adult Education Information .....	10
3.2.2 Definitions.....	10
3.3 Local Adult Education Program Requirements (for reference).....	14
Section 4 – Process for Submitting a Proposal .....	16
4.1 Minimum Requirements for Applicants .....	16
4.2 Proposal Submission, Deadline, and Location Instructions .....	16
4.3 Proposal Inquiries .....	17
4.4 Restriction of Contact with Agency Employees.....	18
4.5 Vendor Conference .....	18
4.6 Validity of Proposal .....	18
4.7 Proposal Acceptance.....	18
Section 5 - Content and Requirements for a Proposal .....	19
5.1 Proposal Contents .....	19
5.2 Attachment 1 - Demonstrated Effectiveness Chart.....	20
5.2.1 Organization Information.....	20
5.2.2 Agency Type.....	20
5.2.3 Source of Data.....	20
5.2.4 Demographics .....	20
5.2.5 Activities Offered.....	20
5.3 Section 1 Organizational Capacity .....	20
5.3.1 Vendor Experience.....	20
5.3.2 Coordination with other Local Adult Education Centers .....	21
5.3.3 Coordination with WIOA Core Partners.....	21
5.3.4 Coordination with Other Community Organizations.....	21
5.3.5 Financial Stability .....	21
5.3.6 Scoring Details for Organizational Capacity .....	21
5.4 Section 2 – Alignment .....	22
5.4.1 Section 1 - Alignment with Core WIOA Partners .....	22
5.4.2 Scoring Detail for Section 2 – Alignment.....	23
5.5 Section 3 - Instructional Improvement .....	24
5.5.1 Programs of Instruction.....	24
5.5.2 Adult Learners .....	24
5.5.3 Volunteers .....	25
5.5.4 Models and Promising Practices .....	25
5.5.5 Curriculum Development.....	25

5.5.6 Workplace Literacy.....	25
5.5.7 Curriculum Content Standards.....	25
5.5.8 Programs and Services for the Most Needy.....	26
5.5.9 Scoring Details for Section 2 – Instruction Improvement.....	26
5.6 Section 4 – Technical Assistance Instructions.....	26
5.6.1 Practice Based on Research.....	26
5.6.2 Role in One-Stop.....	27
5.6.3 Use of Technology.....	27
5.6.4 Scoring Details for Section 3: Technical Assistance.....	27
5.7 Section 5 – Monitoring, Evaluation and Improvement Instructions.....	28
5.7.1 Evaluation.....	28
5.7.2 Improving Teacher Quality.....	28
5.7.3 Improvement in Adult Education.....	28
5.7.4 Scoring Details for Monitoring, Evaluation and Improvement.....	28
5.8 Section 6 - Capacity Building Instructions.....	28
5.8.1 Scoring Detail for Section 6 – Capacity Building.....	29
5.9 Section 7 – Facilitation Instructions.....	29
5.9.1 Scoring Details for Section 7 – Facilitation.....	31
5.10 Section 8 – Budget.....	31
5.10.1 Federal Laws/Rules Relevant to Funding.....	31
5.10.2 <i>FY21 Budget Worksheet</i> .....	32
5.10.3 <i>Budget Narrative</i> .....	35
5.10.4 <i>Budget Projections FY22 and FY 23</i> .....	35
Section 6 – Evaluation of Proposals.....	36
6.1 Evaluation Considerations.....	36
6.2 Criteria for Evaluation and Scoring.....	36
6.2.1 Organizational Capacity.....	36
6.2.2 Professional Development Services.....	36
6.2.3 Agency Awards.....	37
6.3 Planned Evaluations.....	37
6.4 Applicant Eligibility.....	37
6.5 Initial Screening.....	37
6.6 Preliminary Scoring of Proposals.....	38
6.7 Oral Interviews.....	38
6.8 Final Scoring of Proposals.....	38
6.9 Rights of the Agency in Accepting and Evaluating Proposals.....	38
6.10 Appeal Rights.....	39
6.10.1 State Appeal Process.....	39
6.10.2 Federal Appeal Process.....	39
Section 7 – Terms and Conditions Related To The RFP Process.....	40
7.1 RFP Addendum.....	40
7.2 Non-Collusion.....	40
7.3 Property of the Agency.....	40
7.4 Confidentiality of a Proposal.....	40
7.5 Public Disclosure.....	40
7.6 Non-Commitment.....	41

7.7 Proposal Preparation Cost.....	41
7.8 Ethical Requirements .....	41
7.9 Challenges on Form or Process of the RFP .....	41
7.10 Insurance.....	42
7.11 Special Provisions.....	42
7.12 Civil Rights Compliance.....	42
Section 8 – Contract Terms and Award.....	43
8.1 Non-Exclusive Contract.....	43
8.2 Award.....	43
8.3 Standard Contract Terms .....	43
8.4 Responsibility of the Contractor .....	43
8.4 Special Terms To Be Included In A Contract Resulting From This RFP .....	43
Appendix A – WIOA Glossary.....	45
Appendix B NH State Workforce Plan.....	46
Appendix C NH Professional Development Handbook .....	48
Appendix D: Standards Terms and Conditions of the State of New Hampshire.....	49
Appendix E: NH Data and Assessment Policy.....	56
Attachment 1 Demonstrated Effectiveness Chart.....	57
Attachment 2 Statewide Professional Development Application & Budget Worksheets .....	58
Attachment 3 Required Documentation for Proposals .....	59
Attachment 4: Required Documentation in the Event of Contract Execution.....	62

## Section 1 – Overview and Schedule

### 1.1 Executive Summary

The New Hampshire Department of Education, Bureau of Adult Education (BAE) is currently seeking three-year proposals, for the period from July 1, 2020 until June 30, 2023, from all interested parties such as adult education programs, school districts, employers, community-based organizations, post-secondary institutions, faith-based organizations, single agency, or agency/organization consortiums, non-profits and others, who have experience providing professional development activities for adult education and literacy educators This includes practitioners employed by adult education programs funded by the Bureau of Adult Education providing services under the Workforce Innovation and Opportunity Act (WIOA) of 2014,.

Under Title II of WIOA, the Adult Education and Family Literacy Act (AEFLA) is designed to help adults with the following:

- Improve their educational and employment outcomes
- Become self-sufficient
- Support the educational development of their children
- Transition to postsecondary education and training including through career pathways programs
- Assist English language learners to acquire the skills needed to succeed in the 21<sup>st</sup> century economy

The purpose of AEFLA is to create a partnership among the Federal States and localities to provide, on voluntary basis, adult education and literacy activities in order to:

- A. Assist adults to become literate and obtain knowledge and skills necessary for employment and economic self-sufficiency.
- B. Assist adults who are parents or family members to obtain the education and skills that –
  - a. Are necessary to becoming full partners in the educational development of their children; and
  - b. Lead to sustainable improvements in the economic opportunities for their family;
- C. Assist adults in attaining a secondary school diploma or its recognized equivalent and in the transition to postsecondary education and training, through career pathways; and
- D. Assist immigrants and other individuals who are English language learners in-
  - a. Improving their –
    - i. Reading, writing, speaking and comprehension skills in English; and
    - ii. Mathematics skills; and
  - b. Acquiring an understanding of the American system of Government, individual freedom, and the responsibilities of citizenship.

The successful applicant will be responsible for administering the following programs and services:

- Professional Development Director
- Learning Disabilities Coordinator

- Various advisory groups and committees
- All professional development activities such as workshops, conferences and online courses
- Maintenance of the NH Adult Education website
- Fiscal management including but not limited to:
  - issuing stipends and mileage reimbursement for activities
  - payment of NH Works Infrastructure costs, dues and fees
  - distribution of tuition, workshop fees and grants
  - Disbursement of scholarship funds as needed

## **1.2 Required Activities**

WIOA increases accountability and places stronger emphasis on results through the establishment of common employment outcome measures across core WIOA programs, including adult education. To meet these measures, the Bureau of Adult Education is responsible for providing State Leadership activities including, but not limited to:

1. The alignment of adult education and literacy activities with other core programs and one-stop partners, including eligible providers to implement the strategy identified in the Combined State Plan under section 103, including the development of career pathways to provide access to employment and training services for individuals in adult education and literacy activities.
2. The establishment or operation of high quality professional development programs to improve the instruction provided pursuant to local activities required under section 231 (b), including instruction incorporating the essential components of reading instruction as such components relate to adults, instruction related to the specific needs of adult learners, instruction provided by volunteers or by personnel of a State and dissemination of information about models and promising practices related to such programs.
3. The provision of technical assistance to eligible providers of adult education and literacy activities receiving funds under Title II including:
  - a. the development and dissemination of instructional and programmatic practices based on the most rigorous or scientifically valid research available and appropriate in reading, writing, speaking, mathematics, English language acquisition programs, distance education and staff training;
  - b. the role of eligible providers as a one-stop partner to provide access to employment, education, and training services; and
  - c. assistance in the use of technology, including for staff training, to eligible providers, especially the use of technology to improve system efficiencies.

4. The monitoring and evaluation of the quality of, and the improvement in, adult education and literacy activities and the dissemination of information about models and proven or promising practices within the State.

### **1.3 Permissible Activities**

Funds for the Statewide Professional Development program may be used for:

1. The support of State networks of literacy resource centers.
2. The development and implementation of technology application, translation technology or distance education, including professional development to support the use of instructional technology.
3. Developing and disseminating curricula, including curricula incorporating the essential components of reading instruction as such components relate to adults.
4. Developing content and models for integrated education and training and career pathways.
5. The provision of assistance to eligible providers in developing and implementing programs that achieve the objectives of Title II and in measuring the progress of those programs in achieving such objectives, including meeting the State adjusted levels of performance.
6. The development and implementation of a system to assist in the transition from adult education to postsecondary education, including linkages with postsecondary institutions or institutions of higher education.
7. Integration of literacy and English language instruction with occupational skill training, including promoting linkages with employers.
8. Activities to promote workplace adult education and literacy activities.
9. Identifying curriculum frameworks and aligning content standards that:
  - a. specify what adult learners should know and be able to do in the areas of reading and language arts, mathematics, and English language acquisition;
  - b. take into consideration the following:
    - i. College & Career Readiness Standards for Adult Education.
    - ii. The current adult skills and literacy assessments used in the State.
    - iii. The primary indicators of performance.
    - iv. Standards and academic requirements for enrollment in non-remedial, for credit courses in postsecondary education

institutions or institutions of higher education supported by the State.

v. Where appropriate, the content of occupational and industry skill standards widely used by business and industry in the State.

10. Developing and piloting of strategies for improving teacher quality and retention.

11. The development and implementation of programs and services to meet the needs of adult learners with learning disabilities or English language learners, which may include new and promising assessment tools and strategies that are based on scientifically valid research, where appropriate, and identify the needs and capture the gains of such students at the lowest achievement levels.

12. Outreach to instructors, students and employers.

13. Other activities of statewide significance that promote the purpose of Title II.

#### 1.4 Schedule

The following table provides a Schedule of Events for this RFP through contract finalization and approval. The Agency reserves the right to amend this Schedule at its sole discretion and at any time through a published Addendum.

EVENT	DATE	LOCAL TIME
RFP Released to Proposers (Advertisement)	2/7/2020	4:30 PM
Vendor Conference	2/19/2020	1:00 PM
Proposer Inquiry Period Ends	2/28/2020	4:30 PM
Final Agency Responses to Proposer Inquiries	3/6/2020	4:30 PM
Proposers Submit Proposals	3/27/2020	4:00 PM
Estimated Notification of Selection and Begin Contract Negotiations	4/1/2020	
Anticipated Governor & Council Approval, if applicable	5/27/2020	
Notice to Proceed	7/1/2020	

## **Section 2 - Description of Agency/Program Issuing the Request for Proposals**

### **2.1 NH Department of Education**

The Department of Education provides educational leadership and services which promote equal educational opportunities and quality practices and programs that enable New Hampshire residents to become fully productive members of society.

### **2.2 Bureau of Adult Education**

The Bureau of Adult Education's mission is to provide a variety of educational opportunities to empower adults to become lifelong learners, to support individual in identifying and achieving their potential academic and/or career goals and to assist students to become active participants in their communities.

Currently, the Bureau funds thirteen adult basic education programs, twelve English as a second language programs, thirteen volunteer literacy programs, two integrated education and training programs, and six integrated English literacy and civics education programs.

New Hampshire has had a long tradition of supporting its adult educators in meeting AEFLA goals through a comprehensive, high quality professional development program.

## **Section 3 – Proposed Scope of Work**

### **3.1 Overview**

The New Hampshire Department of Education, Bureau of Adult Education (BAE) is currently seeking three-year proposals from all interested parties such as adult education programs, school districts, community-based organizations, faith-based organizations, volunteer literacy programs, institutions of higher education, a public or private nonprofit agency, a library, a public housing authority, a consortium or coalition of agencies or a partnership between an employer and any of the above entities, who have experience working with adults at or below the secondary level who are in need of adult education and literacy activities including those interested in transitioning to the workforce or post-secondary education.

The vision for the statewide professional development system is a comprehensive, high-quality professional development system that is flexible in the delivery of its services to meet the needs of NH educators that uses materials and resources based on the most current research; aligns with the NH WIOA Combined State Plan and its goals; and, is designed to build capacity while improving teacher effectiveness across adult education programs.

The applicant should have demonstrated effectiveness in providing the required activities in this RFP and be familiar with the content and delivery of NH adult education and literacy services; state and federal laws relating to adult education; and, the policies and procedures for adult education programs in NH.

The applicant will coordinate activities under the direction of the Bureau of Adult Education including, but not limited to the following activities:

1. State Leadership Activities
  - a. Alignment
  - b. Instruction Improvement
  - c. Technical Assistance
  - d. Monitoring, Evaluation and Improving Teacher Quality
2. Capacity Building
3. Facilitation Services

### **3.2 General Adult Education Information**

#### ***3.2.2 Definitions***

The following definitions apply to WIOA Title II and are provided for applicants to ensure that services provided through the Statewide Professional Development program prepare adult educators to serve eligible individuals through adult education and literacy activities as described.

In addition to WIOA Title II programs, the Bureau of Adult Education provides state funding for other programs including the Adult Diploma Program which has different eligibility requirements than those listed in this section.

### **3.2.2.1 Adult Education**

Adult education means academic instruction and education services below the postsecondary level that increase an individual's ability to –

- A. read, write and speak English and perform mathematics or other activities necessary for the attainment of a secondary school diploma or its recognized equivalent;
- B. transition to postsecondary education and training; and
- C. obtain employment

### **3.2.2.2 Adult Education and Literacy Activities**

Adult education and literacy activities mean programs, activities and services that include the following:

- Adult education
- Literacy
- Workplace adult education and literacy activities
- Family literacy activities (Not funded in New Hampshire)
- English language acquisition activities (ESL)
- Integrated English Literacy and Civics Education (IELCE)
- Workforce preparation activities
- Integrated Education and Training (IET)

Complete definitions can be found in [Appendix A: WIOA Glossary](#)

### **3.2.2.3 Eligible Individual**

An eligible individual means an individual –

- A. who has attained 16 years of age;
- B. who is not enrolled or required to be enrolled in secondary school under State law; and
- C. who –
  - (i) is [basic skills deficient](#)
  - (ii) does not have a secondary school diploma or its recognized equivalent; and has not achieved an equivalent level of education; or
  - (iii) is an English language learner

#### ***3.2.2.3.1 Basic Skills Deficient***

The term “basic skills deficient” means, with respect to an individual –

- A. who is a youth, that the individual has English reading, writing or computing skills at or below the 9<sup>th</sup> grade level on a generally accepted standardized test; or

- B. who is a youth or an adult, that the individual is unable to compute or solve problems, or read, write or speak English, at a level necessary to function on the job, in the individual’s family, or in society.

**3.2.2.5 Individual with a Barrier to Employment**

The term “individual with a barrier to employment” means a member of one or more of the following populations:

- A. Displaced homemakers
- B. Low-income individuals
- C. Indians, Alaska Natives, and Native Hawaiians, *as such terms are defined in WIOA Section 166.*
- D. Individuals with disabilities, including youth who are individuals with disabilities
- E. Older individuals
- F. Ex-offenders
- G. Homeless individuals, *as defined in VAWA 41403(6), or homeless children and youths, as defined in McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2))*
- H. Youth who are in or have aged out of the foster care system
- I. Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers.
- J. Eligible migrant and seasonal farmworkers, *as defined in WIOA section 167(i)*
- K. Individuals within two (2) years of exhausting lifetime eligibility under Part A of Title IV of the Social Security Act *(42 U.S.C. 601 et seq)*
- L. Single parents (including single pregnant women)
- M. Long-term unemployed individuals
- N. Such other groups as the Governor of New Hampshire determines to have barriers to employment

**3.2.2.6 Individual with Disabilities**

The term “individual with a disability” means an individual with a disability as defined in section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102)

**3.2.2.7 Low-Income Individual**

The term “low-income” individual means an individual who –

- A. In General – The term “low-income individual” means an individual who-
  - (i) receives, or in the last 6 months has received, or is a member of a family that is receiving or in the past 6 months has received, assistance through the supplemental nutrition assistance program established under the Food and Nutrition Act of 2008 (7 U.S.C. 2011 et seq.), the program of block grants to States for temporary assistance for needy families program under Part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.) or

the supplemental security income program established under title XVI of the Social Security Act 42 U.S.C. 1381 et seq.), or State of local income-based public assistance;

- (ii) is in a family with total family income that does not exceed the higher of-
  - (I) the poverty line
  - (II) 70 percent of the lower living standards income level;
- (iii) is a homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6))), or a homeless child or youth (as defined under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)));
- (iv) receives or is eligible to receive a free or reduced price lunch under the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq.);
- (v) is a foster child on behalf of whom State or local government payments are made;
- (vi) is an individual with a disability whose own income meets the income requirement of clause (ii), but who is a member of a family whose income does not meet this requirement.

B. Lower Living Standard Income Level – The term “lower living standard income level” means that income level (adjusted for regional, metropolitan, urban and rural differences and family size) determined annually by the Secretary of Labor based on the most recent lower living family budget issued by the Secretary.

#### **3.2.2.4 Essential Components of Reading**

The essential components of reading instruction are explicit and systematic instruction in:

- Phonemic awareness
- Phonics
- Vocabulary instruction
- Reading fluency, including oral reading skills
- Reading comprehension strategies

From Every Student Succeeds Act Sec 1915 9 (c), p.365

#### **3.2.2.5 Workforce Preparation Activities**

The term “workforce preparation activities” means activities, programs or services designed to help an individual acquire a combination of:

- Basic academic skills
- Critical thinking skills
- Digital literacy skills
- Self-management skills including competencies in:
  - Utilizing resources
  - Using information

- Working with others
- Understanding systems
- Obtaining skills necessary for successful transition into and completion of postsecondary education or training or employment

**3.2.2.6 Career Pathway**

The term “career pathway” means a combination of rigorous and high-quality education, training, and other services that—

- (A) aligns with the skill needs of industries in the economy of the State or regional economy involved;
- (B) prepares an individual to be successful in any of a full range of secondary or postsecondary education options, including apprenticeships registered under the Act of August 16, 1937 (commonly known as the “National Apprenticeship Act”; 50 Stat. 664, chapter 663; 29 U.S.C. 50 et seq.) (referred to individually in this Act as an “apprenticeship”, except in section 171);
- (C) includes counseling to support an individual in achieving the individual’s education and career goals;
- (D) includes, as appropriate, education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
- (E) organizes education, training, and other services to meet the particular needs of an individual in a manner that accelerates the educational and career advancement of the individual to the extent practicable;
- (F) enables an individual to attain a secondary school diploma or its recognized equivalent, and at least 1 recognized postsecondary credential; and
- (G) helps an individual enter or advance within a specific occupation or occupational cluster.

**3.3 Local Adult Education Program Requirements (for reference)**

The following information applies to WIOA Title II Local Agencies and is provided for applicants to ensure that services provided through the Statewide Professional Development program prepare adult educators to serve eligible individuals through adult education and literacy activities as described.

1. The program must be responsive to regional needs as identified in the local workforce development plan including the educational, economic and social/cultural needs of the area.
2. The program must serve individuals in the community who were identified as most in need of adult education and literacy activities including individuals with local levels of literacy, English language learners, individuals with disabilities and individuals with barriers to employment.

3. The program must have a delivery method, location and schedule to enable individuals to attend and complete programs.
4. The program must provide learning in context so that an individual acquires the skills needed to transition to and complete postsecondary education and training programs, obtain and advance in employment leading to economic self-sufficiency and to exercise the rights and responsibilities of citizenship.
5. The program must demonstrate alignment between the activities and services and the strategy and goals of the local workforce plan as well as the activities of the one-stop partners. This includes accessing professional development activities.
6. The program must be of sufficient intensity and quality and based on the most rigorous research available so that participants achieve substantial learning gains.
7. The program must effectively use technology, services and delivery systems including distance education, in a manner sufficient to increase the amount and quality of learning. Such technology, services, and systems should lead to improved performance.
8. The program must meet or exceed minimum program outcome expectations including performance indicators, measureable skill gains and other standards.
9. The program must maintain high-quality data and input into a state-provided system to provide accurate and timely reporting.
10. The program must be fully functional by September 1, 2020.

## **Section 4 – Process for Submitting a Proposal**

### **4.1 Minimum Requirements for Applicants**

An applicant must be determined to be an eligible provider for the proposal to be considered.

An eligible provider is an organization that has demonstrated effectiveness in providing adult education and literacy activities is eligible to apply for a grant. These organizations may include, but are not limited to:

- a. A local education agency;
- b. A community-based organization or faith-based organization;
- c. A volunteer literacy program
- d. An institution of higher education;
- e. A public or private nonprofit agency
- f. A library
- g. A public housing authority
- h. A nonprofit institution that is not described in any of paragraphs (a) through (g) and has the ability to provide adult education and literacy activities to eligible individuals.
- i. A consortium or coalition of agencies, organizations, institutions, libraries, or authorities described in any of paragraphs (a) through (h); and
- j. A partnership between an employer and an entity described in any of paragraphs (a) through (i)

An eligible provider must demonstrate past effectiveness by providing data on its record of providing a variety of professional development services to adult educators in order to enable them to improve the skills of eligible individuals, particularly eligible individuals who have low levels of literacy, in the content domains of reading, writing, mathematics and English language acquisition, and other subject areas relevant to the services under WIOA Title II.

All applicants must use the Demonstrated Effectiveness chart found in [Attachment 1](#). The source of data must be noted on the chart. Data that has been certified or submitted to a state or federal agency is preferred. If data for the indicated categories is not available or represents a significant difference from year to year, please provide a short explanation in the space provided on the chart.

### **4.2 Proposal Submission, Deadline, and Location Instructions**

Proposals submitted in response to this RFP must be received by the Bureau of Adult Education, no later than the time and date specified in the Schedule section, herein.

Proposals may be submitted by U.S. Mail or In Person. Proposals must be addressed to:

State of New Hampshire  
Department of Education  
Bureau of Adult Education

21 South Fruit Street, Suite 20  
Concord, NH 03301

Proposals must be clearly marked as follows:

STATE OF NEW HAMPSHIRE

RESPONSE TO RFP 2019-002  
Statewide Professional Development

Late submissions will not be accepted and will be returned to the proposers unopened. Delivery of the Proposals shall be at the Proposer's expense. The time of receipt shall be considered when a Proposal has been officially documented by the Agency, in accordance with its established policies, as having been received at the location designated above. The Agency accepts no responsibility for mislabeled mail or mail that is not delivered or undeliverable for whatever reason. Any damage that may occur due to shipping shall be the Proposer's responsibility.

All Proposals submitted in response to this RFP must consist of at least:

- a) One (1) original, including all required attachments;
- b) One (1) clearly identified electronic copy of the Proposal including all of the required attachments contained on digital media such as a USB drive.

Proposers who are ineligible to bid on proposals, bids or quotes issued by the Department of Administrative Services, Division of Procurement and Support Services pursuant to the provisions of RSA 21-I:11-c shall not be considered eligible for an award under this proposal.

#### **4.3 Proposal Inquiries**

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, and any changes to the RFP, shall be submitted via email to the following RFP designated Point of Contact with the RFP number in the subject line:

TO: Sarah.Bennett@doe.nh.gov

CC: RFP-BAE-2019-002 Statewide Professional Development

Inquiries must be received by the Agency's RFP Points of Contact no later than the conclusion of the Proposer Inquiry Period (see Schedule of Events section, herein). Inquiries received later than the conclusion of the Proposer Inquiry Period shall not be considered properly submitted and may not be considered.

The Agency intends to issue official responses to properly submitted inquiries on or before the date specified in the Schedule section, herein; however, this date is subject to change at the Agency's discretion. The Agency may consolidate and/or paraphrase questions for sufficiency and clarity. The Agency may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the Agency. Official responses by the

Agency will be made only in writing by the process described above. Vendors shall be responsible for reviewing the most updated information related to this RFP before submitting a proposal.

#### **4.4 Restriction of Contact with Agency Employees**

From the date of release of this RFP until an award is made and announced regarding the selection of a Proposer, all communication with personnel employed by or under contract with the Agency regarding this RFP is forbidden unless first approved by the RFP Point of Contact listed in the Proposal Inquiries section, herein. Agency employees have been directed not to hold conferences and/or discussions concerning this RFP with any potential contractor during the selection process, unless otherwise authorized by the RFP Points of Contact. Proposers may be disqualified for violating this restriction on communications.

#### **4.5 Vendor Conference**

The Bureau of Adult Education will provide a vendor conference on XXXX, January XX, 2020 from XX until XXX in Room 100 of the Walker Building at 21 South Fruit Street, Concord, NH

The vendor conference will also be available online through Zoom. Registration is required at: [https://zoom.us/meeting/register/vpcvdOqgrj8uWZj\\_sWZV1NCDNwx0pyFYuQ](https://zoom.us/meeting/register/vpcvdOqgrj8uWZj_sWZV1NCDNwx0pyFYuQ)

Attendance at the vendor conference is recommended. This conference will be held to provide potential applicants an opportunity to learn more about the program and preparation of the proposal.

#### **4.6 Validity of Proposal**

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals in Schedule of Events, or until the Effective Date of any resulting Contract, whichever is later.

#### **4.7 Proposal Acceptance**

This RFP does not obligate the Bureau of Adult Education to award funding. The Bureau of Adult Education reserves the right to accept or reject any or all proposals received.

Once a proposal packet is received by the Bureau of Adult Education, it will be immediately reviewed for completeness.

1. Stamp packet with the date and time received.
2. Ensure that the number of pages of the packet is equal to the number of pages noted by the applicant.
3. A high level review will be conducted checking for completeness.
4. If the packet is complete, the representative from the Department will sign the packet and mark it as complete. The representative will add the proposal to a list of received proposals for this RFP.
5. If the packet is Incomplete
  - i. An additional person within the program will review the packet and agree that it appears incomplete.
  - ii. Both individuals will sign off that the packet is incomplete.
  - iii. The person who completed the initial review will notify the provider that the proposal appears to be incomplete.
  - iv. The representative will then add the proposal to the list of proposals and note that

it is incomplete.

- v. A provider will have 5 business days, from the date of notification by the Bureau, to submit a complete proposal or the application will be withdrawn from the competition.

## Section 5 - Content and Requirements for a Proposal

### 5.1 Proposal Contents

It is the Applicant's responsibility to demonstrate to the Department of Education, Bureau of Adult Education that it is capable of and qualified to perform the required work in the most cost efficient method.

When responding to this RFP, the applicant shall include a completed application with the following:

1. [Attachment 1](#): Demonstrated Effectiveness Chart
2. [Attachment 2](#): Statewide Professional Development Application
  - a. Application
  - b. Budget, Budget Narrative and Budget Projections
3. [Attachment 3](#): Required Documentation for Proposals
  - a. Acceptance of Terms and Conditions
  - b. Statement of Compliance with US Code of Federal Regulations and the Uniform Administrative Non-Profit Organization
  - c. Job Descriptions and Resumes of Key Program Staff
  - d. Three Letters of Support
  - e. Audited Financial Records
    - The organization must provide evidence of financial stability either through a narrative description of appropriated funds through a district budget process of a public entity or through audited financial records.
4. Attachment 4: Required Documentation for Contracting (*not required at submission*)
  - a. P-37 Standard Contract Form
  - b. Certificate of Good Standing
    - The organization must provide a Certificate of Good Standing from the NH Secretary of State's Office or documentation that the entity is exempt from this requirement.
  - c. Certificate of Insurance
    - If a certificate of insurance is already on file with the NH Department of Education, please document this information in the attachments.
  - d. Certificate of Authority
    - The governing board of the organization must provide authorization for the individual to sign a contract with the NH Department of Education, Bureau of Adult Education. This can be a record of a vote from the Board of Directors/School Board or a Certificate of Authority form.
  - e. Governing Board list
    - A Board of Director or School Board list
  - f. Statement of General Assurances
  - g. GEPA Attestation
  - h. Buy American Provision Statement

i. NH Department of Education Exhibits D - H

## **5.2 Attachment 1 - Demonstrated Effectiveness Chart**

The Demonstrated Effectiveness chart can be found in Attachment 1.

### ***5.2.1 Organization Information***

Please enter the organization's name, mailing address, and a contact name, title, phone and email.

### ***5.2.2 Agency Type***

Please indicate if the organization is a school district, non-profit organization, or enter another type of organization.

For a consortium to be considered an eligible applicant, each member of the consortium must demonstrate effectiveness as described in [Section 4.1](#) by completing an individual [Attachment 1](#).

### ***5.2.3 Source of Data***

Please indicate the source of the data used to complete the demographic and performance indicator sections. If possible, the data should come from information submitted to the Bureau of Adult Education or through some other audited source such as the NH Employment Security, NH Department of Health & Human Services or the NH WIOA Adult program.

### ***5.2.4 Demographics***

Please enter the total number of adult educators served.

Please enter the total number of hours of activities provided.

### ***5.2.5 Activities Offered***

Please enter the total number of activities that meet the following requirements:

- Activities for alignment with other core programs & one-stop partners
- Instruction improvement activities
- Development and dissemination of programmatic practices based on research
- Role as a one-stop partner to provide access to employment, education and training services
- Assistance with the use of technology
- Monitoring and evaluation of the quality of, and the improvement in adult education
- Dissemination of information about promising practices

## **5.3 Section 1 Organizational Capacity**

In Attachment 2, Statewide Professional Development Application and Budget Worksheets, please follow the instructions below for Section 1 – Organizational Capacity.

### ***5.3.1 Vendor Experience***

1. Please list the titles, qualifications and responsibilities of key program staff

2. Please attach job descriptions and resumes for all key program staff.
3. Describe the organization's prior experience providing professional development opportunities for adult educators.
4. Describe the geographic area(s) covered by the organization. Please include any satellite/outreach offices or community sites used to provide services.

#### ***5.3.2 Coordination with other Local Adult Education Centers***

5. Please describe the organization's experience with local adult education centers including collaborative projects, coordinated programming or other partnerships.

#### ***5.3.3 Coordination with WIOA Core Partners***

6. Please describe how the organization will work collaboratively with other core WIOA partners to provide/support professional development opportunities.

#### ***5.3.4 Coordination with Other Community Organizations***

7. Please describe at least two collaborations with other community organizations that have increased the effectiveness of your program by helping to provide high quality professional development opportunities for adult educators.

8. Please attach three (3) letters of reference from past students and/or collaborating agencies that speak to the organization's ability to provide the services described in the RFP.

#### ***5.3.5 Financial Stability***

The organization must provide evidence of financial stability either through a narrative description of appropriated funds through a district budget process of a public entity or through audited financial records.

9. Please attach narrative of appropriation or audited financial records.

#### ***5.3.6 Scoring Details for Organizational Capacity***

Organizational Capacity will be allocated a maximum score of seventy-five (75) points. The main purpose of this section is to measure the organization's experience and the experience of key staff in providing the services detailed in this RFP as well as the organization's ability to collaborate with various partners.

The score will consider:

- The resumes and job descriptions of key staff
- The financial stability of the organization
- Prior experience providing professional development activities for adult educators
- Partnerships and collaborations with other core WIOA partners, local adult education agencies and community organizations
- Geographic area covered – statewide is preferred

## **5.4 Section 2 – Alignment**

The Statewide Professional Development Program must align activities with other core WIOA programs and one-stop partners including eligible providers to implement the strategy identified in the Combined State Plan and in WIOA under Section 103, including the development of career pathways to provide access to employment and training services for individuals in adult education and literacy activities.

Additional responsibilities include:

- Providing a representative to serve on the WIOA Interagency Professional Development Team
- Serve as the fiscal agent for the required WIOA infrastructure costs

Previous professional activities include WIOA implementation and the role of adult education in WIOA.

### ***5.4.1 Section 1 - Alignment with Core WIOA Partners***

1. Please describe how the program will align activities with the other core WIOA Partners including how the mission and goals of the [Combined State Plan](#) will be addressed.

#### **5.4.1.1 WIOA Core Partners**

The WIOA Core Partners include, but are not limited to:

- NH Office of Workforce Opportunity
  - Adult
  - Dislocated Worker
  - Youth
  - Senior Community Service Employment Program
- NH Employment Security
  - Wagner-Peyser
  - Trade Adjustment Assistance for Work
  - Jobs for Veterans
  - Unemployment Insurance
- NH Department of Education
  - Adult Basic Education and Family Literacy
  - Vocational Rehabilitation
  - Career and Technical Education

#### **5.4.1.2 Mission**

Alignment activities should address how the program will promote the mission of the NH State Workforce Plan:

“Our mission is to promote life-long learning by partnering with businesses, agencies, and organizations to bring the state’s education, employment and training programs together into a workforce development system that will provide the means for residents of New Hampshire to gain sufficient skills, education, employment and financial independence.”

### **5.4.1.3 Goals**

**NOTE:** *The State Plan is currently being rewritten for the next four-year period. Program(s) awarded funding under this RFP will be expected to demonstrate alignment between proposed activities and services and the strategies and goals of the local plan as well as the activities and services of the one-stop partners as described in the new State Plan available after July 1, 2020.*

The following goals are based on the current plan. A draft of the revised goals is available in [Appendix B](#).

1. Create a demand-driven workforce development system that bases strategies, services and investments on a data-informed approach with a focus on sector strategies.
  - *May include activities such as improving information sharing protocols, developing curricula or models for Integrated Education and Training based on sector industries or workshops on how to contextualize instruction.*
2. Offer flexible training and education opportunities that are aligned to business needs, including the development of career pathways and apprenticeships.
  - *May include activities such as promoting adult education as an entry-point to career pathways for individuals who have not previously earned their high school diploma or equivalent, improving instruction of basic academic skills and foundational employability skills, preparing adult education counselors to connect individuals to career pathways.*
3. Increase awareness of services available through the talent development system to support businesses and individuals.
  - *May include activities such as offering workshops on persistence in adult education, assistance with program marketing and outreach and collaborating with other core WIOA partners for a consistent message.*
4. Streamline access to employment and work-and-learn opportunities.
  - *May include activities such as training adult educators on services available and referral processes for other core WIOA Partner agencies or how to collaborate with other partners to connect adult education participants to work-based learning opportunities.*
5. Expand communication and collaboration among partner agencies and programs.
  - *May include activities such as training on assessments, offering cross-agency training, or identification of best practices across programs.*

### **5.4.2 Scoring Detail for Section 2 – Alignment**

Alignment with core WIOA Partners will be allocated a maximum score of fifty (50) points. The main purpose of this section is to measure how well the proposed program will align activities to other core WIOA Partners as well as the mission and goals of the NH State Workforce plan including, but not limited to:

- What activities, workshops, conferences or trainings will address the mission and/or goals of the NH State Workforce plan?
- How will the program support adult education practitioners in aligning with the other core partners?

### **5.5 Section 3 - Instructional Improvement**

The program must provide high-quality, professional development activities that address activities offered at local adult education agencies; instruction related to the specific needs of adult learners, instruction provided by volunteers and dissemination of information about models and promising practices related to such programs.

Previous professional development activities include integrating employability skills; preparing ESL learners for work and career pathways; curriculum alignment with the College & Career Readiness Standards for Adult Education; English Language Proficiency Standards, the essential components of reading; persistence; competency-based instruction; contextualized instruction; career navigator training; services for ESL students; and more.

#### ***5.5.1 Programs of Instruction***

2a. Please describe the types of activities that the program will provide to address improving the instruction of adult education and literacy activities offered in New Hampshire.

2b. Please describe the type of activities that the program will offer to assist adult educators with incorporating the [essential components of reading](#) instruction, including STAR certification, as such components relate to adults.

The program must provide professional development activities that address the instruction and delivery of the following adult education and literacy activities:

- Adult Basic Education
- English as a Second Language
- Integrated Education and Training
- Integrated English Literacy and Civics Education
- Adult Diploma (state-funded)
- High School Equivalency Preparation

#### ***5.5.2 Adult Learners***

3. Please describe the type of activities that the program will offer to improve instruction related to the specific needs of adult learners.

The program must provide professional development activities that address instruction related to the specific needs of adult learners including but not limited to:

- Individuals with low-level literacy skills
- English language learners
- [Individuals with disabilities, including learning disabilities](#)

- [Individuals with barriers to employment](#)
- [Low-income individuals](#)

### **5.5.3 Volunteers**

4. Please describe the type of activities that the program will offer to improve instruction provided by volunteers.

The program must provide professional development activities that address instruction provided by volunteers.

### **5.5.4 Models and Promising Practices**

5. Please describe the type of activities that the program will offer to disseminate information on models and promising practices in adult education.

The program must provide professional development activities that include dissemination of information on models and promising practices in adult education.

### **5.5.5 Curriculum Development**

Historically, the Bureau has provided a “mini-grant” program called Earn and Learn as an opportunity for teachers to apply for a grant to develop curriculum. The Contractor will be responsible for the application, facilitating the evaluation, disseminating the product and issuing a stipend.

6. Please describe the type of activities that the program will offer to encourage the development and dissemination of curricula, including curricula incorporating the essential components of reading, as such components relate to adults.

### **5.5.6 Workplace Literacy**

7. Please describe the type of activities that the program will offer to promote workplace adult education and literacy activities.

### **5.5.7 Curriculum Content Standards**

8. Please describe the type of activities that the program will offer to identify curriculum frameworks and align content standards to the College and Career Readiness Standards for Adult Education<sup>1</sup> and the English Language Proficiency Standards<sup>2</sup>.

Curriculum frameworks and content standards should take the following into consideration:

- The current adult skills and literacy assessment used in the State of New Hampshire. See NH Data & Assessment Policy in [Appendix E](#).
- The primary indicators of performance as described in WIOA Section 116.

---

<sup>1</sup> Available at: <https://lincs.ed.gov/professional-development/resource-collections/profile-521>

<sup>2</sup> Available at: <https://lincs.ed.gov/professional-development/resource-collections/profile-964>

- Standard and academic requirements for enrollment in non-remedial, for credit-courses in postsecondary education institutions or institutions of high education supported by the State
- Where appropriate, the content of occupational and industry skill standards widely used by business and industry in the State.

#### ***5.5.8 Programs and Services for the Most Needy***

9. Please describe the type of activities that the program will offer to encourage the development and implementation of programs and services to meet the needs of adult learners with learning disabilities or English language learners, which may include new and promising assessment tools and strategies that are based on scientifically valid research, where appropriate, and identify the needs and capture the gains of such students at the lowest achievement levels.

#### ***5.5.9 Scoring Details for Section 2 – Instruction Improvement***

Instruction Improvement will be allocated a maximum score of one-hundred (100) points. The main purpose of this section is to measure how well the proposed program will offer activities to improve instruction including, but not limited to:

- Content of adult education and literacy activities
- Needs of adult learners
- Instruction by volunteers
- Dissemination of models and promising practices
- Curriculum development
- Workplace literacy
- Curriculum content standards
- Programs and services for the most needy
- Inclusion of occupational health & safety curriculum development and activities specifically for English language learners

### **5.6 Section 4 – Technical Assistance Instructions**

The program must include technical assistance to eligible providers of adult education and literacy activities including the dissemination of promising practices based on research; the role of eligible providers as a one-stop partner; and assistance in the use of technology.

Previous professional development activities include Job-Embedded Professional Development activities; software specific training; assessment in adult education; teacher induction; and more.

#### ***5.6.1 Practice Based on Research***

The program must provide technical assistance for the development and dissemination of instructional and programmatic practices based on the most rigorous or scientifically valid research available and appropriate in reading, writing, speaking, mathematics, English language acquisition programs, distance education and staff training.

Two required activities are the maintenance of the membership list for the Coalition on Adult Basic Education (COABE) and representing the NH professional development system on the Board of the New England Literacy Resource Center (NELRC).

10. Please describe the type of activities the program will provide as technical assistance for instructional practices based on valid scientific research.

### ***5.6.2 Role in One-Stop***

The program must provide technical assistance on the role of the eligible provider as a one-stop partner to provide access to employment, education and training services.

The program must also provide a representative to serve on the WIOA Interagency Professional Development Team.

11. Please describe the type of activities the program will provide as technical assistance for role as a one-stop partner.

### ***5.6.3 Use of Technology***

The program must provide technical assistance in the use of technology, including for staff training, to eligible providers, especially in the use of technology to improve system efficiencies.

Additionally, the program will facilitate the implementation of certain Bureau technology contracts including assigning user accounts, scheduling training and monitoring usage. Current contracts include:

- Edmentum
- Aztec Software
- Data Recognition Corporation – TABE InSight

The program will also facilitate the state membership in Innovating Distance Education in Adult Learning (IDEAL)<sup>3</sup> through World Education.

The program will maintain a license to provide access to professional development through a webinar and/or learning management platform.

12a. Please describe the type of activities the program will provide as technical assistance for the use of technology, including for staff training and especially the use of technology to improve system efficiencies.

12b. Please describe the type of activities the program will provide for the development and implementation of distance education including professional development to support the use of instructional technology.

### ***5.6.4 Scoring Details for Section 3: Technical Assistance***

Technical Assistance will be allocated a maximum score of seventy-five (75) points. The main purpose of this section is to measure how well the proposed program will offer technical assistance activities including, but not limited to:

- Practice based on research
- Role in the One-Stop

---

<sup>3</sup> Information at: <https://edtech.worlded.org/professional-development/ideal-consortium/>

- Use of technology

### **5.7 Section 5 – Monitoring, Evaluation and Improvement Instructions**

The program must include monitoring and evaluation of the quality of, and the improvement in, adult education and literacy activities and the dissemination of information about models and proven or promising practices.

Previous professional development activities include development and understanding of program report cards; webinar series on student management series; mentoring; a newsletter and use of an online discussion board; and more.

#### ***5.7.1 Evaluation***

The program must monitor and evaluate the quality of its programming. As a component of this evaluation, the program must meet with the Commissioner of Education and the Bureau of Adult Education Administrator on a bi-monthly basis to review professional development activities and their impact on the field.

13. Please describe how the program will monitor and evaluate the quality of its programming.

#### ***5.7.2 Improving Teacher Quality***

The services provided by the program must align with the Adult Education Teacher Competencies and the Teacher Effectiveness Model in order to improve teacher quality and retention.

14. Please describe the type of activities that the program will provide for developing and piloting strategies for improving teacher quality and retention.

#### ***5.7.3 Improvement in Adult Education***

15. Please describe the goal(s) of the program for providing the improvement of adult education and literacy activities for New Hampshire residents.

#### ***5.7.4 Scoring Details for Monitoring, Evaluation and Improvement***

Monitoring, Evaluation and Improvement will be allocated a maximum score of fifty (50) points. The main purpose of this section is to measure how well the proposed program will monitor professional development activities, evaluate those activities and determine whether or not the activities lead to improvement in adult education including, but not limited to:

- Types of activities offered, specifically the dissemination of models and proven or promising practices within the State
- Variety of activities addressing specific populations such as low levels of literacy, individuals with disabilities, English language learners, low income individuals and individuals with barriers to employment
- The objective/goals of the activities
- Evaluation tools and analysis
- Realistic and achievable improvement goals

### **5.8 Section 6 - Capacity Building Instructions**

The program is responsible for increasing capacity within the NH adult education field. This can include, but is not limited to:

- Increasing the number of NH adult educators with nationally recognized certification in the field of adult education such as STAR, TABE Administration and CASAS Administration.
- Increasing the number of adult education trainers in NH for topics such as College & Career Readiness Standards for Adult Education alignment, contextualized instruction, digital literacy skills, distance learning, and specialized curricula (i.e. IDEA, Learning Circles, Learning to Achieve, Integrating Employability Skills and Career Navigator).
- Improving access to professional development activities through a variety of delivery methods to ensure participation for part-time instructors, volunteers and those remotely located.
- Expanding access to national adult education activities such as training, workshops and conferences sponsored by American Institutes for Research, National Association of State Directors of Adult Education, Coalition on Adult Basic Education, IDEAL Consortium or other similar organizations.

16. Please describe how the program will increase the capacity to provide training, including national certification as well as specific topics.

17. Please describe how the program will increase accessibility for instructors and volunteers who may not be available for face-to-face meetings.

#### ***5.8.1 Scoring Detail for Section 6 – Capacity Building***

Capacity Building will be allocated a maximum score of fifty (50) points. The main purpose of this section is to measure how well the proposed program will increase capacity for training and expand professional development opportunities for NH adult educators including, but not limited to:

- How will additional trainers be trained to provide professional development services within the state particularly for national recognized certifications?
- How will adult educators who have full-time jobs in other fields, be able to access professional development opportunities?
- How will participation in professional development activities be increased?
- How will adult educators be assisted in accessing national activities?

#### **5.9 Section 7 – Facilitation Instructions**

This program is responsible for the facilitation of various activities, groups/committees and serving as a fiscal agent for the Bureau including but not limited to:

- Provide a Statewide Professional Development Director, and appropriate support staff, who will collaborate with the Bureau of Adult Education to perform the following duties:
  - Facilitation of all professional development workshops including providing online registration, tracking participation, preparing agendas, disseminating resources/minutes and the issuing of professional development certificates.

- Facilitate special projects including Job Embedded Professional Development activities, Earn & Learn grant, “So You Want to be a Presenter” training, HiSET Preparation workshops, the Distance Learning pilot program and other projects as assigned by the Bureau of Adult Education.
- Convene and facilitate meetings for the following advisory committee:
  - Mentor Team – The Mentor team is responsible for planning & delivering New Staff training, Fall Conference, Spring Conference in collaboration with the Statewide Professional Development Director. The Mentor team is also responsible for forming Community of Practice and providing mentoring services to programs to assist teachers with improving student achievement.
- Attend all Program Director and ALS Coordinator meeting to share professional development opportunities and resources
- Maintain and update the NH Adult Education website including Mentor Tips, Educator Resources and the Professional Development calendar.
- Provide a Statewide Learning Disabilities Coordinator who will collaborate with the Bureau of Adult Education to perform the following duties:
  - Provide consulting services to all program staff which addresses working with students with disabilities including pre-screening assessments, referrals for further testing and strategies for teachers.
  - Convene and facilitate meetings for the following advisory committee:
    - Disabilities Committee – responsible for Annual Training for Disabilities Coordinators, approval of Assessment services applications, coordinate services for students with disabilities
  - Assist programs with referring students to NH Vocational Rehabilitation or other community resources.
  - Act as a liaison between NH Adult Education and ETS for testing accommodations granted to adult students with disabilities
- Provide additional support staff as needed including a Data Analyst to assist with preparing data reports to inform local program improvement, technical assistance for local program staff on data reporting, data matching for outcomes and evaluating the effectiveness of professional development activities.
- Serve as the fiscal agent to manage the following services:
  - All stipends and mileage reimbursement for presenters, trainers and eligible participants in Bureau-sponsored professional development activities.
  - Memberships in professional development associations such as the Commissioner on Adult Basic Education, the New England Literacy Resource Center and IDEAL Consortium including representing NH adult educators as appropriate.
  - Tuition reimbursement for approved college courses and practitioner-related workshops, payment of grant awards through the Earn & Learn program, scholarships and other fees in accordance with the NH Adult Education Professional Development Handbook ([See Appendix C](#)).
  - Costs associated with operating professional development activities such as travel, food, copies and resource materials.
  - All costs associated with the maintaining the NH Adult Education website.
- Subcontract with other organizations as needed to provide necessary expertise.

18. Please describe how the Statewide Professional Development Director will facilitate the required activities listed above and any other activities included in the Proposal.

19. Please describe how the Learning Disabilities Coordinator will facilitate the required activities listed above and any other activities included in the Proposal.

20. Please describe how the program serve in its role as a fiscal agent including the required activities listed above and any other activities included in the Proposal.

### ***5.9.1 Scoring Details for Section 7 – Facilitation***

Facilitation will be allocated a maximum score of seventy-five (75) points. The main purpose of this section is to measure how well the proposed program will facilitate professional development activities, manage personnel and serve as a fiscal agent including, but not limited to:

- What systems or procedures will be used to organize the facilitation activities?
- Are there other essential activities in addition to the required activities listed above that would increase the effectiveness of facilitating the professional development system?

## **5.10 Section 8 – Budget**

Budget worksheets are located in Attachment 2. The following worksheets are included:

1. FY21 Budget
2. Budget Narrative
3. Budget Projections FY22 and FY23

The proposed budget must be compliant with the federal laws listed below. All costs must be necessary, reasonable and allowable for adult education activities. Hyperlinks to the original documentation have been included for reference.

All budgets must be entered on Attachment 2 Budget Worksheets.

### ***5.10.1 Federal Laws/Rules Relevant to Funding***

- [WIOA](#)
  - Section 231 – Grants and Contracts for Eligible Providers
  - Section 232 – Local Application
  - Section 233 – Local Administrative Cost Limits
  - Section 241 – Administrative Provisions
- [§463](#)
  - §463.25 Administrative Cost Limits
  - §463.26 What activities are considered local administrative costs
- Uniform Guidance
  - [2 CFR Part 200 Subpart D](#)
    - Standards for Financial and Program Management
    - Performance and Financial Monitoring and Reporting

- Subrecipient Monitoring and Management
  - Record Retention and Access
- [2 CFR Part 200 Subpart E](#)
  - Cost allocation plans
  - Direct vs. indirect costs
  - Allowable vs. unallowable costs
  - Necessary, reasonable and allocable costs
  - Standards for Documentation of Personnel Expenses
- [EDGAR 34 CFR, Part 76](#)
  - Indirect Cost Rates

#### 5.10.2 FY21 Budget Worksheet

Please use this budget worksheet to detail the estimated line items for FY21 for each budget category as listed below.

##### 5.10.2.1 Personnel

*Amounts paid to both permanent and temporary employees and amounts paid by the organization on behalf of employees, these amounts are not included in the gross salary, but are in addition to that amount.*

See [Section 5.9](#) Facilitation

1. Please list the Administrative, Support Staff and Instructional Staff positions for the program by title.

**NOTE:** *There is a 5% cost limitation on Administrative Costs<sup>4</sup> (see WIOA Section 233) based on the total amount of federal funding. In accordance with WIOA §233, in cases where the cost limits described in subsection (a) are too restrictive to allow for the activities described in subsection (a)(s), the eligible provider shall negotiate with the Bureau in order to determine an adequate level of funds to be used for non-instructional purposes. The last section on the FY21 Budget worksheet is a calculation to assist with determining the percent of administrative costs. This calculation is an estimate based on the total grant amount.*

2. Please list the benefits and total amount for each category of Personnel. Be sure to explain the calculations for benefits in the Budget Narrative including the type of benefits, cost per person, etc,

Benefits include:

- Health insurance
- Dental Insurance

---

<sup>4</sup> Administrative costs are considered costs incurred in connection with the following activities: a) planning; b) administration, including carrying out performance accountability; c) professional development; d) providing adult education and literacy activities om alignment with local workforce pans, including promoting co-enrollment in programs and activities under Title I, as appropriate, and e) carrying out the one-stop partner responsibilities as described in §678.420 including contributing to the infrastructure costs of the one-stop delivery system (34 CFR 463.26).

- Life Insurance
- Disability Insurance
- Other Group Insurance
- Social Security Contributions
- Retirement Contributions
- Unemployment Compensation
- Worker's Compensation
- Tuition Reimbursement or Professional Development

*5.10.2.2 Professional Technical Services*

*Services which by their nature can be performed only by persons or firms with specialized skills and knowledge.*

3. Please list any purchased professional and technical services including but not limited to professional educational and technical services.

*5.10.2.3 Purchased Property Services*

*Services purchased to operate, repair, maintain and rent property owned or used by the organization.*

4. Please list any purchased property services including rent, cleaning and other services. Do not include utilities or communication services in this section.

Purchased Property Services include, but are not limited to:

- Water, sewer
- Cleaning services
- Disposal services
- Snow Plowing services
- Custodial services
- Repairs & Maintenance
- Rent
- Rental of Equipment

*5.10.2.4 Other Purchased Services*

*Amounts paid for services rendered by organizations or personnel not on the payroll of the organization and not included in Professional and Technical Services or Property Services.*

5. Please list any other purchased services including building insurance, communication systems and postage.

Other Purchased Services include, but are not limited to:

- Insurance (other than employee benefits)
- Voice Communications (telephone)
- Data Communications (Internet)
- Postage
- Advertising
- Printing and Binding

- Travel
- Tuition
- Other services purchased from private sources or another school district

*5.10.2.5 Supplies*

*Amounts paid for items that are consumed, worn out or deteriorated through use or items that lose their identity through fabrication or incorporation into different or more complex units or substances.*

6. Please list any supplies including utilities, office supplies, books, printed media, electronic media and software.

Supplies include:

- Energy services (please include these as a total monthly amount)
  - Natural gas
  - Electricity
  - Bottled gas
  - Oil
  - Gasoline
- Books & information resources
- Workbooks and Printed Media
- Digital Subscriptions
- Software

**NOTE:** *The Bureau of Adult Education has contracts, as a result of a competitive bid, for digital subscriptions that are provided at no-cost to local providers. Justification for additional subscriptions must be described in the Budget Narrative.*

*5.10.2.6 Property*

*Expenditures for acquiring fixed assets, including initial equipment, additional equipment and replacement of equipment.*

7. Please list any equipment including furniture, computers and depreciation.

Property includes:

- New Furniture
- New Computers
- Replacement Furniture
- Replacement Computers
- Depreciation

**NOTE:** *The Bureau of Adult Education made a substantial investment in computer equipment in FY20. Those desk top computers, laptops and tablets will be distributed to programs awarded funding through this RFP.*

*5.10.2.7 Other Objects*

Amounts paid for goods and services not otherwise classified.

8. Please list any other objects.

Other Objects include:

- Dues and fees
- Miscellaneous Expenditures that are not classified in any other object

*5.10.2.8 Other Uses of Funds*

Expenditures for transactions which are not classified in other objects, such as indirect cost.

9. Please list the indirect cost.

**NOTE:** *This is a state requirement. The rate must be the rate approved by the NH Department of Education for the school district or a maximum of 10% for non-profit organizations.*

*If the NH DOE has not set a rate for 2020-2021 school year prior to the submission of this proposal, please use the previous year's rate. The grant amount will be adjusted when the new rates are released. See*

*<https://www.education.nh.gov/data/miscell.htm#indirect> for most recent rates.*

*5.10.3 Budget Narrative*

Please explain the items and calculations in each section of the budget. There are hyperlinks in each section to move between the same sections on the Budget Narrative and the FY21 Budget Worksheet.

*5.10.4 Budget Projections FY22 and FY 23*

Please review the FY22-23 Budget Projection worksheet in [Attachment 3](#). Line items entered on the FY21 Budget Worksheet will be automatically transferred to this worksheet. Increases for FY22 and FY23 are estimated at a 3% increase each year.

**NOTE:** Detailed FY22 and FY23 budgets will be negotiated in the spring of each year when federal and state allocation amounts are available. The purpose of these projections is to provide an estimate for establishing a Not to Exceed amount on any contracts requiring Governor & Council approval.

## **Section 6 – Evaluation of Proposals**

Please note that only applications from eligible providers will be evaluated. For a complete description of the Minimum Requirements for Applicants in [Section 4.1](#).

### **6.1 Evaluation Considerations**

Proposals submitted by eligible providers will be subjected to the following reviews:

#### **1. Evaluation Team Review**

The Bureau of Adult Education will appoint four member evaluation team(s) to review and rate proposals. This team will review proposals that have been determined as “Complete” (See [Section 4.7 Proposal Acceptance](#)).

Proposals will be evaluated using the Evaluation Criteria described in the RFP. The team will review and discuss their evaluations of all proposals, combine the individual scores and arrive at a composite technical score for each proposal. These scores will be used to determine the most advantageous grant awards.

#### **2. State Workforce Board Review**

Under WIOA, the State Workforce Board<sup>5</sup> is required to review all proposals and make recommendations on the alignment of proposals to the NH State Workforce Plan in the following areas, as applicable:

- Is the curriculum aligned with the College & Career Readiness Standards for Adult Education?
- Which Adult Education and Literacy Activities will be offered?
- How will the applicant participant in State Leadership activities?
- How will the applicant assess the quality of its program?

#### **3. Negotiated Budget**

The Bureau of Adult Education reserves the right to negotiate budgets with applicants on specific line items to adequately fund the optimal number of programs.

### **6.2 Criteria for Evaluation and Scoring**

The Agency will use a scoring scale of 500 points, which will be distributed as set forth in the table found in Section 6.2.2.

Each responsive Proposal will be evaluated and considered with regard to the following criteria:

#### ***6.2.1 Organizational Capacity***

Organizational Capacity as described in Attachment 2 will be awarded a maximum of 75 points based on the Applicant’s past effectiveness in providing professional development activities for adult educators, collaborating with multiple partners and the organizational capacity to carry out the services outlined in Section 5.

#### ***6.2.2 Professional Development Services***

---

<sup>5</sup> For more information on the State Workforce Board, <https://www.nhworks.org/state-workforce-investment-board/>

Proposals will be rated on each of the following criteria. Details can be found in [Section 5 Content and Requirements](#) of this RFP:

CATEGORIES	
Organizational Capacity	75
Alignment to Core WIOA Partners	50
Instruction Improvement	100
Technical Assistance	75
Monitoring, Evaluation and Improvement	50
Capacity Building	50
Facilitation	75
Budget & Budget Narrative	25
<b>TOTAL</b>	<b>500</b>

### **6.2.3 Agency Awards**

If the Agency, determines to make an award based on these evaluations, the Agency will notify the selected Proposer(s). Should the Agency be unable to reach agreement with the selected Proposer(s) during Contract discussions, the Agency may then undertake Contract discussions with the next highest scored Proposer and so on, or the Agency may reject all proposals, cancel this RFP, or solicit new Proposals under a new acquisition process.

### **6.3 Planned Evaluations**

The Agency plans to use the following process:

- Initial screening to ensure that the Proposals are in compliance with submission requirements as outlined in Section 4;
- Determine if the Applicant is Eligible as outlined in [Section 4.1](#)
- Preliminary evaluation of the Proposals;
- Oral interviews (if necessary);
- Final Evaluation of Proposals and scoring;
- Final Evaluation of Optional Components and Determination of Pass/Fail;
- Select the Applicant(s) and begin contract negotiation.

### **6.4 Applicant Eligibility**

Complete proposals will be reviewed to determine if the applicant has met the minimum requirements. Applicants must be determined eligible in accordance with [Section 4.1](#) of this RFP, WIOA Section 203 (5), 34 CFR 463.23 and 463.24.

Proposals submitted by ineligible applicants will be returned.

### **6.5 Initial Screening**

The Agency will conduct an initial screening step to verify Applicant compliance with the technical submission requirements set forth in the RFP and the minimum content set forth in [Section 4.2](#) of this RFP. The Agency may waive or offer a limited opportunity to cure immaterial deviations from the RFP requirements if it is determined to be in the best interest of the State.

The initial screening will include, but is not limited to:

- Was the proposal submitted prior to the deadline?
- Was the proposal submitted in the correct format?
- Does the proposal include, at a minimum:
  - Attachment 1: Demonstrated Effectiveness Chart
  - Attachment 2: Statewide Professional Development Application & Budget Worksheets
  - Attachment 3: Required Documentation for Proposals

In the event of an incomplete proposal, the provider will be notified and given five (5) business days to provide any missing documentation or the proposal will be withdrawn.

### **6.6 Preliminary Scoring of Proposals**

The Agency will establish a three-member evaluation team to initially score the Proposals. This evaluation team will review the proposals and give a preliminary score to the proposals under the guidelines set forth in [Section 5](#).

Should an Applicant's Proposal fail to achieve 250 Points in the preliminary scoring, it will receive no further consideration from the evaluation team.

### **6.7 Oral Interviews**

If the Agency determines that it is appropriate, proposers may be invited to oral interviews. The Agency retains the sole discretion to determine whether to conduct oral interviews. In the case that oral interviews are required, all applicants will be required to participate.

The purpose of oral interviews is to clarify and expound upon information provided in the written Proposals. Proposers are prohibited from altering the basic substance of their Proposals during the oral interviews.

Information gained from oral interviews will be used to refine review scores assigned from the initial review of the Proposals.

### **6.8 Final Scoring of Proposals**

Following Oral Interviews, Reference Checks (if appropriate) and/or review of written clarifications of proposals requested by the Agency, the evaluation team will determine a final score for each Proposal.

### **6.9 Rights of the Agency in Accepting and Evaluating Proposals**

The Agency reserves the right to:

- Make independent investigations in evaluating Proposals;
- Waive minor or immaterial deviations from the RFP requirements, if determined to be in the best interest of the State;
- Omit any planned evaluation step if, in the Agency's view, the step is not needed; and
- At its sole discretion, reject any and all Proposals at any time.

## **6.10 Appeal Rights**

### ***6.10.1 State Appeal Process***

A bidder who wishes to contest the award of funding under this RFP must submit a written letter stating the specifics of the dispute to the Point of Contact for this RFP no later than ten days after the public announcement of contracts. The NH DOE will issue a decision on appeals within 30 days of receipt. The NH DOE encourages the use of informal resolution to address complaints or disputes related to the RFP process issues. Written complaint should be address to the Contract Office, NH Department of Education, Bureau of Adult Education, 21 South Fruit Street, Suite 20, Concord, NH 03301.

### ***6.10.2 Federal Appeal Process***

Any person aggrieved by the award decision that results from this RFP may appeal the decision to the NH Department of Education or the Secretary of the US Department of Education. For further information about the federal appeal rights process, see EDGAR §76.401.

## **Section 7 – Terms and Conditions Related To The RFP Process**

### **7.1 RFP Addendum**

The Agency reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an addendum to this RFP, the Agency, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

### **7.2 Non-Collusion**

The Proposer's signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and Work quoted have been established without collusion with other Proposers and without effort to preclude the Agency from obtaining the best possible competitive Proposal.

### **7.3 Property of the Agency**

All material received in response to this RFP shall become the property of the State and will not be returned to the proposer. Upon Contract award, the State reserves the right to use any information presented in any Proposal.

### **7.4 Confidentiality of a Proposal**

Unless necessary for the approval of a contract, the substance of a proposal must remain confidential until the Effective Date of any Contract resulting from this RFP. A Proposer's disclosure or distribution of Proposals other than to the Agency will be grounds for disqualification.

### **7.5 Public Disclosure**

Pursuant to RSA 21-G:37, all responses to this RFP shall be considered confidential until the award of a contract. At the time of receipt of proposals, the Agency will post the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to the Department of Administrative Services pursuant to this RFP, the Agency will post the name, rank or score of each proposer. In the event that the contract does not require Governor & Executive Council approval, the Agency shall disclose the rank or score of the Proposals at least 5 business days before final approval of the contract.

The content of each Proposer's Proposal shall become public information upon the award of any resulting Contract. Any information submitted as part of a response to this request for proposal (RFP) may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (<http://www.nh.gov/transparentnh/>). However, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV. If you believe any information being submitted in response to this request for proposal, bid or information should be kept confidential as financial or proprietary information; you must specifically identify that information in a letter to the agency, and must mark/stamp each page of the materials that you claim must be exempt from disclosure as "CONFIDENTIAL". A designation by the Proposer of information it believes exempt does not have the effect of making such information exempt. The Agency will determine the information it believes is properly exempted from disclosure. Marking of the entire Proposal or entire sections of the Proposal (e.g. pricing) as

confidential will neither be accepted nor honored. Notwithstanding any provision of this RFP to the contrary, Proposer pricing will be subject to disclosure upon approval of the contract. The Agency will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential.

If a request is made to the Agency to view portions of a Proposal that the Proposer has properly and clearly marked confidential, the Agency will notify the Proposer of the request and of the date the Agency plans to release the records. By submitting a Proposal, Proposers agree that unless the Proposer obtains a court order, at its sole expense, enjoining the release of the requested information, the Agency may release the requested information on the date specified in the Agency's notice without any liability to the Proposers.

### **7.6 Non-Commitment**

Notwithstanding any other provision of this RFP, this RFP does not commit the Agency to award a Contract. The Agency reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process.

### **7.7 Proposal Preparation Cost**

By submitting a Proposal, a Proposer agrees that in no event shall the Agency be either responsible for or held liable for any costs incurred by a Proposer in the preparation of or in connection with the Proposal, or for Work performed prior to the Effective Date of a resulting Contract.

### **7.8 Ethical Requirements**

From the time this RFP is published until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any bidder that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any bidder who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on the RFP, or similar request for submission and every such bidder shall be disqualified from bidding on any RFP or similar request for submission issued by any state agency. A bidder that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the department of administrative services, which shall note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

### **7.9 Challenges on Form or Process of the RFP**

Any challenges regarding the validity or legality of the form and procedures of this RFP, including but not limited to the evaluation and scoring of Proposals, shall be brought to the attention of the Agency at least ten (10) business days prior to the Proposal Submission Deadline. By submitting a proposal, the Proposer is deemed to have waived any challenges to the agency's authority to conduct this procurement and the form and procedures of this RFP.

### **7.10 Insurance**

The Applicant(s) selected through this RFP must obtain and maintain in force, comprehensive general liability insurance against all claims of bodily injury, death, or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

The Applicant's employees as well as employees hired under this contract must be covered with workers' compensation insurance. Proof of insurance will be requested at the time of contracting.

### **7.11 Special Provisions**

Proposals must include a statement that the organization submitting the proposal will comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular if applicable: Office of Management and Budget (OMB) Circular A-110 "Uniform Administrative Non-Profit Organizations." Agency shall not make any award or permit any award (sub grant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment or Suspension."

### **7.12 Civil Rights Compliance**

Funding for this contract includes Federal funds and therefore obligates the Vendor to comply with civil rights laws that prohibit discrimination based on race, color, national origin, sex, disability and age.

## **Section 8 – Contract Terms and Award**

### **8.1 Non-Exclusive Contract**

Any resulting Contract from this RFP will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

### **8.2 Award**

If the State decides to award a contract as a result of this RFP process, any award is contingent upon approval of the Contract by Governor and Executive Council of the State of New Hampshire and upon continued appropriation of funding for the contract.

### **8.3 Standard Contract Terms**

The Agency will require the successful bidder to execute a Not to Exceed Contract using the Standard Terms and Conditions of the State of New Hampshire which is attached as [Appendix D](#).

The Term of the Contract will be for three (3) years from the date of approval, contingent upon satisfactory vendor performance, continued funding and Governor and Executive Council approval.

To the extent that a Proposer believes that exceptions to the standard form contract will be necessary for the Proposer to enter into the Agreement, the Proposer should note those issues during the Proposer Inquiry Period. The Agency will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion. If the Agency accepts a Proposer's exception the Agency will, at the conclusion of the inquiry period, provide notice to all potential proposers of the exceptions which have been accepted and indicate that exception is available to all potential proposers. Any exceptions to the standard form contract that are not raised during the proposer inquiry period are waived. In no event is a Proposer to submit its own standard contract terms and conditions as a replacement for the State's terms in response to this solicitation.

### **8.4 Responsibility of the Contractor**

If awarded a contract, the Vendor shall maintain financial records to support the receipt, accounting for, allocation or, and disbursement of all funds awarded. The Vendor is responsible of entering the contact amounts by line item into the NH Department of Education Grants Management System.

Accurate invoices must be submitted in a timely manner. Monthly reports must be submitted within 15 days after the end of the month. At the end of the project, the organization must reconcile the final report within 60 days after close of the project. Except in the case of the State Biennium year (the year in which the two-year state budget closes), monthly expenditure reports must be submitted by June 15<sup>th</sup> for payment. Late submissions risk not being paid because state funds may not be available after June 30<sup>th</sup>.

### **8.4 Special Terms To Be Included In A Contract Resulting From This RFP**

All Proposers will be required to sign annual General Assurances from the NH Department of Education, Bureau of Federal Compliance.

Please see [Attachment 3](#) for additional required documentation for execution of a contract.

Additionally, if requirements under the Workforce Innovation and Opportunity Act of 2014 should change during the course of this contract term, vendors will be responsible for making those changes to the program.

## **Appendix A – WIOA Glossary**

See separate document.

## Appendix B NH State Workforce Plan

The 2018 revised NH Combined State Workforce Plan is available at:

<https://www.nhworks.org/wp-content/uploads/2018/12/State-Plan-NH-Works-Website.pdf>

The State is in the process of updating the plan for submission to the US Department of Labor and US Department of Education in March, 2020.

The following 2020 State Workforce Plan goals/strategies are in DRAFT Form:

### Goals and Strategies

#### **Goal 1: Promote services available through the talent development system to support businesses and individuals.**

- 1.1 Employ proven strategies for marketing and outreach that target audiences (e.g. small and medium-sized businesses, sector-specific stakeholders, long-term unemployed individuals, underemployed individuals, youth, etc.)
- 1.2 Implement a career awareness and exploration initiative that targets K-12 students which provides them with career pathway information specifically in grown and demand sectors.
- 1.3 Work with community-based organizations, libraries, schools, and partners' networks to promote services of NH Works and its partners to individuals and youth

#### **Goal 2: Enhance the talent development system by focusing on system advocacy and partner collaboration and communication.**

- 2.1 Identify and define workforce development policy priorities for which the State Innovation Workforce Board can advocate among State decisions makers (e.g. workforce housing, transportation, benefits cliff, etc.).
- 2.2 Continue supporting and strengthening the talent development system partnerships though professional development, peer-to-peer contact, data sharing, and communication.

#### **Goal 3: Support a demand-driven talent development system that bases strategies, services, and investments on a data-informed approach that anticipates the needs of businesses.**

- 3.1 Leverage current industry-driven sector partnerships throughout the state and support their expansion
- 3.2 Continue the collaborative business services strategies by engaging additional partners and formalizing information sharing protocols
- 3.3 Engage locally with economic development to ensure the systems are aligned and operate from an up-to-date understanding of in-demand sectors and occupations with regular sector analysis at the state and local levels
- 3.4 Provide the talent development system with data analytics that provide in-depth analysis of national, state, and local labor market information.

**Goal 4: Create a talent development system that leverages talent attraction, retention and development strategies.**

- 4.1 Work with the network of the state’s community colleges and other post-secondary education institutions to expand best practices related to flexible, business-driven training and education
- 4.2 Work with K-12 education, career and technical education, post-secondary education, and business to promote career pathways for in-demand sectors and occupations to students in the talent pipeline
- 4.3 Coordinate with other state agency and partners to support talent attraction and retention actions including advocacy, resource dedication, subject matter expertise, etc.

**Goal 5: Provide and improve access to work-and-learn opportunities that are aligned with business and industry needs including the development of career pathways.**

- 5.1 Expand the infrastructure for employers and individuals to pursue work-based learning opportunities along the full spectrum of options (internships, apprenticeship, work experiences, etc.)
  - 5.1.A Map the existing resources and assets to support work-based learning in New Hampshire
  - 5.1.B Continue to assess business interest in work-based learning and the ideal engagement strategies from the businesses’ perspectives
  - 5.1.C Determine the most appropriate way(s) to link resources from various programs and partners to offer full spectrum of work-based learning opportunities
- 5.2 Simplify process and procedures for businesses and individuals to navigate the workforce development system by simplifying language and avoiding acronyms and “system lingo” and streamlining access to work-and-learn opportunities and other system services
- 5.3 Ensure career pathways include opportunities to develop foundational skills
  - 5.3.A Maintain adult education as an entry-point to career pathways for individuals who have not previously earned their high school diploma or the equivalent.
  - 5.3.B Utilize WorkReadyNH and/or similar programs for individuals in need of soft skill/employability skill development
  - 5.3.C Continue the expansion of sector based/supported employment/credential industry specific training programs for OSY participants.

## **Appendix C NH Professional Development Handbook**

See separate document.

**Appendix D: Standards Terms and Conditions of the State of New Hampshire**

The following is provided for reference only. The actual Standard Contract Form will not be executed until a contract has been negotiated.

**FORM NUMBER P-37 (version 11/7/2019)**

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature  Date:		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature  Date:		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i>  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>  By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i>  G&C Item number: _____ G&C Meeting Date: _____			

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 (“State”), engages contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference (“Services”).

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 (“Effective Date”).

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provide in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

## **6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

## **7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## **8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

## **15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**17. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Sample P-37

## **Appendix E: NH Data and Assessment Policy**

Please see separate document.

## **Attachment 1 Demonstrated Effectiveness Chart**

See separate document.

## **Attachment 2 Statewide Professional Development Application & Budget Worksheets**

See separate document.

## Attachment 3 Required Documentation for Proposals

The following are examples of the required documents that must be submitted with the proposal.

1. From [Section 8](#) Contract Terms and Award
  - A statement that the organization submitting the proposal will accept the terms and conditions of the State of New Hampshire's standard Contract Agreement/General Provision as shown in [Appendix D](#).
  - A [form for acceptance](#) is available in this section.
2. From [Section 7.11](#) Special Provisions
  - A statement that the organization will comply with the provisions of the US Code of Federal Regulations and the Uniform Administrative Non-Profit Organizations, if applicable.
  - A [form is available](#) in this section.
3. From [Section 5.3](#) Organizational Capacity
  - Job descriptions for key program staff
  - Resumes for key program staff
  - More information on staffing requirements is available in [Section 5.9](#)
4. From [Section 5.3.4](#) Coordination with Other Community Organizations
  - Three (3) letters of reference from past students and/or collaborating agencies that speak to the organization's ability to provide the services described in the RFP.
5. From [Section 5.3.5](#) Audited Financial Records
  - The organization must provide evidence of financial stability either through a narrative description of appropriated funds through a district budget process of a public entity or through audited financial records.

**STATEMENT of ACCEPTANCE of Terms and Conditions**

The organization will accept the terms and conditions of the State of New Hampshire’s standard Contract Agreement/General Provisions (Form P-37).

Superintendent of Schools or  
Chief Officer of Agency: \_\_\_\_\_  
Signature

Local Director of Project: \_\_\_\_\_  
Signature

*Date Signed:* \_\_\_\_\_

**STATEMENT of ACCEPTANCE of Special Provisions**

The organization will comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular, if applicable: Office of Management and Budget (OBM) Circular A-110 “Uniform Administrative Non-Profit Organizations.”

Superintendent of Schools or  
Chief Officer of Agency: \_\_\_\_\_  
Signature

Local Director of Project: \_\_\_\_\_  
Signature

*Date Signed:* \_\_\_\_\_

## **Attachment 4: Required Documentation in the Event of Contract Execution**

Please do not submit this documentation with the Proposal.

The following documents will be required if the application is accepted by the State Agency after final negotiations are complete.

1. Form P-37
  - See [Appendix D](#) for an example
2. Certificate of Good Standing
  - The organization must provide a Certificate of Good Standing from the NH Secretary of State's Office or documentation that the entity is exempt from this requirement.
  - For a non-profit corporation, the certificate is valid from the date of issue until December 31 of the next year ending in zero (0) or five (5).
  - A copy is acceptable.
  - See example in this section
3. Certificate of Insurance
  - If a certificate of insurance is already on file with the NH Department of Education, please document this information in the attachments.
  - Specific requirements can be found in [Section 7.10](#).
4. Certificate of Authority
  - The governing board of the organization must provide authorization for the individual to sign a contract with the NH Department of Education, Bureau of Adult Education. This can be a record of a vote from the Board of Directors/School Board or a Certificate of Authority form.
5. Governing Board list
  - A Board of Directors or School Board list
6. US Department of Education General Education Provisions Act (GEPA)
  - The organization must provide a GEPA attestation.
  - Examples of the Notice to Applicants and Attestation Form are available in this section.
7. Buy American Statement
  - This statement is provided in accordance with Section 502 of the Workforce Innovation and Opportunity Act of 2014.
8. NH Department of Education Exhibits D – H
  - The following Exhibits are required for any contract with the NH Department of Education
  - [Exhibit D](#) – Contractor Obligations
  - [Exhibit E](#) – Federal Barment and Suspension
  - [Exhibit F](#) – Anti-Lobbying

- [Exhibit G](#) – Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

#### 9. General Assurances

- The NH Department of Education requires a signature from all local education agencies and organizations that receive federal funds through the Department on the General Assurances.
  - [For LEAs \(Local Education Agencies\)](#)
  - [For Reporting Agencies \(Non-Profit Organizations\)](#)

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that [REDACTED] is a New Hampshire trade name registered on March 29, 2007 and that [REDACTED] INC. presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.

Sample Certificate of Good Standing



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 15<sup>th</sup> day of April, A.D. 2015

A handwritten signature in cursive script, appearing to read "William Gardner".

William M. Gardner  
Secretary of State



JOHNSNO-01 DMEANEY

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/11/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mason & Mason Technology Insurance Services, Inc. 458 South Ave. Whitman, MA 02382	CONTACT NAME: <b>Judy Yeary</b>	INSURER(S) AFFORDING COVERAGE	NAIC #
	PHONE (A/C, No, Ext): <b>(781) 447-5531</b>	FAX (A/C, No): <b>(781) 447-7230</b>	
	E-MAIL ADDRESS: <b>info@masoninsure.com</b>	INSURER A: <b>Federal Insurance Company</b>	<b>20281</b>
INSURED		INSURER B: <b>Executive Risk Indemnity</b>	<b>181</b>
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED IN ACCORDANCE WITH THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADDL SUBR (INS) (W/O)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		35873320	09/09/2015	09/09/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		73546634	09/09/2015	09/09/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		7821066	09/09/2015	09/09/2016	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS	N/A	71733182	09/09/2015	09/09/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	ERRORS & OMISSIONS		82120859	09/09/2015	09/09/2016	EACH OCC/GEN AGG 1,000,000
A	DIRECTORS & OFFICERS		81595534	11/09/2014	11/09/2015	EACH OCC/GEN AGG 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
It is hereby acknowledged and agreed that NH Department of Health and Human Services is included as an additional insured as respects general liability as required by written contract per the terms and conditions of the policy.

CERTIFICATE HOLDER NH Department of Health and Human Services 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

**Certificate of Authority # 1**

*(Corporation or LLC - Non-specific, open-ended)*

**Corporate Resolution**

I, \_\_\_\_\_, hereby certify that I am duly elected \_\_\_\_\_ Secretary of  
*(Name)*  
\_\_\_\_\_. I hereby certify the following is a majority of a vote taken at  
*(Name of Corporation or LLC)*

a meeting of the Board of Directors/shareholders, duly held on \_\_\_\_\_, 20\_\_\_\_  
at which a quorum of the Directors/shareholders was present and voting.

**VOTED:** That \_\_\_\_\_ (may list more than one person) is  
*(Name)*  
duly authorized to execute all contracts or agreements on behalf of  
\_\_\_\_\_  
*(Name of Corporation or LLC)*  
with the State of New Hampshire and any of  
its agencies or departments and further is authorized to execute any  
agreements which may in his/her judgment be desirable or necessary to effect  
the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full  
force and effect as of the date of the contract to which this certificate is attached. I further  
certify that it is understood that the State of New Hampshire will rely on this certificate as  
evidence that the person(s) listed above currently occupy the position(s) indicated and that  
they have full authority to bind the corporation. To the extent that there are any limits on the  
authority of any listed individual to bind the corporation in contracts with the State of New  
Hampshire, all such limitations are expressly stated herein.

**DATED:** \_\_\_\_\_ **ATTEST:** \_\_\_\_\_  
*(Name & Title)*

**Certificate of Authority**

I, John Doe, Clerk/Secretary of ABC Inc. do hereby certify that:

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- (3) The following (is a) (are) true and complete copy(ies) of the resolution(s) adopted by the board of directors of the corporation at a meeting of that board on March 15, 2013, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation:

That: ABC, Inc. will enter into a contract with the NH Department of Education to provide ~~educational~~ and training services to out of school youth. This resolution shall remain in effect until specifically rescinded.

That: ABC, Inc. Board of Directors has named Jane Doe as having authority to ~~execute~~ contract with the New Hampshire Department of Education.

- (4) The following is a true and complete copy of a by-law adopted by a (shareholder)(organizational) meeting on 20
- (5) The foregoing resolution(s) and by-law are in full force and effect, ~~unamended~~, as of the date hereof; and
- (6) The following person(s) lawfully occupy the office(s) indicated below:

Jane Doe President  
Jane Doe CEO  
John Smith Vice President  
John Doe Secretary  
John Doe Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

(Corporate Seal if any)

\_\_\_\_\_  
Clerk/Secretary

(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before an authorized officer below)

STATE OF NEW HAMPSHIRE

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20 \_\_\_\_, before the undersigned officer personally appeared the person identified in the foregoing certificate, know to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledge that he executed the foregoing certificate.

~~In witness whereof I hereunto set my hand and official seal.~~

\_\_\_\_\_  
Notary Public/Justice of the Peace

## NOTICE TO ALL APPLICANTS

The purpose of this enclosure is to inform you about the following provision in the Department of Education's General Education Provisions Act (GEPA) that applies to applicants for new grant awards under Department programs. This provision is Section 427 of GEPA, enacted as part of the Improving America's Schools Act of 1994 (Public Law (P.L.) 103-382).

### To Whom Does This Provision Apply?

Section 427 of GEPA affects applicants for new grant awards under this program. **ALL APPLICANTS FOR NEW AWARDS MUST INCLUDE INFORMATION IN THEIR APPLICATIONS TO ADDRESS THIS NEW PROVISION IN ORDER TO RECEIVE FUNDING UNDER THIS PROGRAM.**

(If this program is a State-formula grant program, a State needs to provide this description only for projects or activities that it carries out with funds reserved for State-level uses. In addition, local school districts or other eligible applicants that apply to the State for funding need to provide this description in their applications to the State for funding. The State would be responsible for ensuring that the school district or other local entity has submitted a sufficient section 427 statement as described below.)

### What Does This Provision Require?

Section 427 requires each applicant for funds (other than an individual person) to include in its application a description of the steps the applicant proposes to take to ensure equitable access to, and participation in, its Federally-assisted program for students, teachers, and other program beneficiaries with special needs. This provision allows applicants discretion in developing the required description. The statute highlights six types of barriers that can impede equitable access or participation: gender, race, national origin, color, disability, or age. Based on local circumstances, you should determine whether these or other barriers may prevent your students, teachers, etc. from such access or participation in, the Federally-funded project or activity. The description in your application of steps to be taken to overcome these barriers need not be lengthy; you may provide a clear and succinct description of how you plan to address those barriers that are applicable to your circumstances. In addition, the information may be provided in a single

narrative, or, if appropriate, may be discussed in connection with related topics in the application.

Section 427 is not intended to duplicate the requirements of civil rights statutes, but rather to ensure that, in designing their projects, applicants for Federal funds address equity concerns that may affect the ability of certain potential beneficiaries to fully participate in the project and to achieve to high standards. Consistent with program requirements and its approved application, an applicant may use the Federal funds awarded to it to eliminate barriers it identifies.

### What are Examples of How an Applicant Might Satisfy the Requirement of This Provision?

The following examples may help illustrate how an applicant may comply with Section 427.

- 1) An applicant that proposes to carry out an adult literacy project serving, among others, adults with limited English proficiency, might describe in its application how it intends to distribute a brochure about the proposed project to such potential participants in their native language.
- 2) An applicant that proposes to develop instructional materials for classroom use might describe how it will make the materials available on audio tape or in braille for students who are blind.
- 3) An applicant that proposes to carry out a model science program for secondary students and is concerned that girls may be less likely than boys to enroll in the course, might indicate how it intends to conduct "outreach" efforts to girls, to encourage their enrollment.
- 4) An applicant that proposes a project to increase school safety might describe the special efforts it will take to address concern of lesbian, gay, bisexual, and transgender students, and efforts to reach out to and involve the families of LGBT students

We recognize that many applicants may already be implementing effective steps to ensure equity of access and participation in their grant programs, and we appreciate your cooperation in responding to the requirements of this provision.

### Estimated Burden Statement for GEPA Requirements

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this collection is required to obtain or retain benefit (Public Law 103-382). Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Education, 400 Maryland Ave., SW, Washington, DC 20210-4537 or email [ICDocketMgr@ed.gov](mailto:ICDocketMgr@ed.gov) and reference the OMB Control Number 1894-0005.

**GENERAL EDUCATION PROVISIONS ACT (GEPA) Sec. 427 Attestation –  
WORKFORCE INVESTMENT ACT, TITLE II – ADULT EDUCATION AND FAMILY  
LITERACY**

This attestation outlines the steps that \_\_\_\_\_ will ensure be taken  
(Applicant)  
should the Adult Education application be funded.

The purpose of this requirement is to assist the United States Department of Education in implementing its mission to ensure equal access to education and to promote educational excellence.

If funded, the following steps will be taken to ensure equitable access to and equitable participation in the project or activity to be conducted with federal adult education assistance by addressing the access needs of students, teachers, and other program beneficiaries in order to overcome barriers to equitable participation, including barriers based on gender, race, color, national origin, disability and age.

The Act highlights six types of barriers that can impede equitable access or participation: gender, race, national origin, color, disability, or age. Based on local circumstances, determine whether these or other barriers may prevent students, teachers, etc., from such access or participation in the federally-funded project or activity. Please describe the steps to be taken to comply with the GEPA requirements.

Project Director: (Name and Title) \_\_\_\_\_

Signature of Project Director: \_\_\_\_\_ Date: \_\_\_\_\_

## Buy American Act

**PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS.**— In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available under title I or II or under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), it is the sense of Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

This statement is provided in accordance with Section 502 of the Workforce Innovation and Opportunities Act of 2014.

# Sample Only

Revised 8/2/19

## EXHIBIT D

### Contractor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address **administrative, contractual, or legal remedies** in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

#### **Breach**

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### **Fraud and False Statements**

The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC § 1001 and § 1020.

#### **Environmental Protection**

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.)

The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

#### **Procurement of Recovered Materials**

In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 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 in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

# Sample Only

Revised 8/2/19

## Exhibit E

### Federal Debarment and Suspension

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
  1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
  2. Does not have a proposed debarment pending;
  3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
  4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

# Sample Only

Revised 8/2/19

## Exhibit F

### Anti-Lobbying

The Contractor 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 Contractor's representative, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal 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, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (<http://www.whitehouse.gov/omb/grants/sfillin.pdf>).
- c. 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 and entering into this transaction imposed by Section 1352, Title 31 and 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.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

# Sample Only

Revised 8/2/19

## Exhibit G

### **Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality**

#### **Rights to Inventions Made Under a Contract or Agreement**

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 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 DOE.

Any discovery or invention that arises during the course of the contract shall be reported to the DOE. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

#### **Confidentiality**

All Written and oral information and materials disclosed or provided by the DOE under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the DOE and its partners, must remain the exclusive property of the DOE.

Confidential information means all data and information related to the business and operation of the DOE, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the DOE, financial information, partner information (including the identity of DOE partners), Contractor and supplier information, (including the identity of DOE Contractors and suppliers), and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the DOE to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the DOE or subcontracted with the Contractor.

#### **Ownership of Intellectual Property**

The DOE shall retain ownership of all source data and other intellectual property of the DOE provided to the Contractor in order to complete the services of this agreement. As well the DOE will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the DOE.

# Sample Only



Frank Edelblut  
Commissioner

Christine Brennan  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, N.H. 03301  
TEL. (603) 271-3495  
FAX (603) 271-1953

March 27, 2019

TO: Superintendents

FROM: Timothy Carney, Administrator  
Bureau of Federal Compliance

SUBJECT: General Assurances FY 2020

The New Hampshire Department of Education (NHDOE) has developed the attached "General Assurances, Requirements and Definitions for Participation in Federal Programs" document that must be signed by all agencies and organizations that receive federal funds through the NHDOE. The federally funded education programs which flow money through the NHDOE require each applicant to file certain assurances. Some of these assurances apply to all programs and are therefore, considered "general assurances."

The submission of general assurances is required by:

- Federal regulation 34 CFR §76.301 of the Education Department General Administrative Regulations (EDGAR), which requires a general application for subgrantees/subrecipients for participation in federal programs funded by the U.S. Department of Education that meets the requirements of Section 442 of the General Education Provisions Act (GEPA).
- Applicable federal statutes.
- Applicable regulations of other federal agencies.

The NHDOE has consolidated the general assurances into one document which also now includes requirements and definitions in an effort to provide more guidance relative to implementation of the underlying assurances. NHDOE requests an annual submission for all of your Local Education Agencies (LEA's). This will simplify the collection of assurances and facilitate the requirement that the NHDOE Commissioner of Education certify to the Secretary of Education the status of all LEAs. In New Hampshire both School Districts and School Administrative Units (SAUs) are considered

TDD Access: Relay NH 711  
EQUAL OPPORTUNITY EMPLOYER- EQUAL EDUCATIONAL OPPORTUNITIES

# Sample Only

General Assurances FY 2020  
March 27, 2019  
Page 2

LEA's. Individual program policy establishes which of these two entities may apply for federal funds. As such, both the Superintendent and the local School Board Chairperson are required to sign the certifications of the attached document.

I am requesting that you and the local School Board complete the certifications at the end of the enclosed general assurance document; initial each page in the spaces provided and return it in full to the attention of the Bureau of Federal Compliance. That office will notify the directors of all NHDOE programs approving federal funds to LEA's when they have received your assurances. The directors of the various federal programs are not to request additional copies from you, but to accept the Bureau of Federal Compliance list as the basis for determining compliance with these requirements as one item in their approval of proposals for funding. Other program specific assurances will still be requested from the LEA's by individual NHDOE programs.

Compliance with these general assurances will be subject to review by NHDOE staff during on-site federal compliance monitoring. Annual audits by CPA's in accordance with the Single Audit Act may also include compliance checks.

On the Certification page, please include the name and number of the SAU office and the name of the School District which will be applying for funds, both certifying parties are asked to execute the document, and return to the NHDOE Bureau of Federal Compliance office no later than **June 30, 2019**.

Thank you for your assistance with this initiative. This process should make it less difficult for all of us to access and use the federal funds for the purposes designated.

If you should have any questions regarding these general assurances, please contact Timothy Carney, Administrator of the Bureau of Federal Compliance at [Timothy.Carney@doe.nh.gov](mailto:Timothy.Carney@doe.nh.gov) or at 603-271-2634.

# New Hampshire Department of Education

FY2020

Sample Only

## GENERAL ASSURANCES, REQUIREMENTS AND DEFINITIONS FOR PARTICIPATION IN FEDERAL PROGRAMS

Subrecipients of any Federal grant funds provided through the New Hampshire Department of Education (NHDOE) must submit a signed copy of this document to the NHDOE Bureau of Federal Compliance prior to any grant application being deemed to be “substantially approvable”. Once a grant is deemed to be in substantially approvable form, the subrecipient may begin to obligate funds which will be reimbursed upon final approval of the application by the NHDOE (34 CFR 708).

**Any funds obligated by the subrecipient prior to the application being in substantially approvable form will not be reimbursable even upon final approval of the application by the NHDOE.**

This FY2020 general assurances document contains some differences from the FY2019 general assurances document. You are encouraged to do a side by side comparison of the two documents so that you thoroughly understand the requirements to which you are agreeing.

Following your review and acceptance of these General Assurances, Requirements and Definitions for Participation in Federal Programs please sign the certification statement on the appropriate page and then initial each of the remaining pages where indicated.

Please note that the practice of the School Board authorizing the Superintendent to sign on behalf of the School Board Chair is not acceptable to the NHDOE in this case and will be considered non-responsive.

Once the document is fully executed, you may either email or mail a copy of the entire document to:

Timothy Carney  
New Hampshire Department of Education  
Bureau of Federal Compliance  
101 Pleasant Street  
Concord, NH 03301  
[Timothy.Camey@doe.nh.gov](mailto:Timothy.Camey@doe.nh.gov)

Should you have any questions please contact Timothy Carney at 603-271-2634 or Lindsey Scribner at 603-271-3837.

---

# Sample Only

## General Assurances, Requirements and Definitions for Participation in Federal Programs

### A. General Assurances

Assurance is hereby given by the subrecipient that, to the extent applicable:

- 1) The subrecipient has the legal authority to apply for the federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay non-federal share of project costs, as applicable) to ensure proper planning, management, and completion of the project described in all applications submitted.
- 2) The subrecipient will give the awarding agency, the NHDOE, the Comptroller General of the United States and, if appropriate, other State Agencies, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- 3) The subrecipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- 4) The subrecipient will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- 5) The subrecipient will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
  - (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
  - (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
  - (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
  - (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
  - (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
  - (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
  - (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
  - (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
  - (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

---

New Hampshire Department of Education – FY20  
Page 1 of 16

Initials of Superintendent: \_\_\_\_\_  
Initials of School Board Chair: \_\_\_\_\_

# Sample Only

- 6) The subrecipient will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- 7) The subrecipient will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds. The subrecipient further assures that no federally appropriated funds have been paid or will be paid by or on behalf of the subrecipient 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 making of any federal grant; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
- 8) The subrecipient will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported in whole or in part with federal funds.
- 9) The subrecipient will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported in whole or in part with federal funds.
- 10) The subrecipient will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- 11) The subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing all program(s).
- 12) The subrecipient will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR 200, Subpart F, "Audit Requirements," as applicable.
- 13) The recipient will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.
- 14) The control of funds provided to the subrecipient under each program, and title to property acquired with those funds, will be in a public agency, and a public agency will administer those funds and property.
- 15) Personnel funded from federal grants and their subcontractors will adhere to the prohibition from text messaging while driving an organization-owned vehicle, or while driving their own privately owned vehicle during official Grant business, or from using organization-supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009 (pursuant to provisions attached to federal grants funded by the US Department of Education).

# Sample Only

- 16) The subrecipient assures that it will adhere to the Pro-Children Act of 2001, which states that no person shall permit smoking within any indoor facility owned or leased or contracted and utilized for the provision of routine or regular kindergarten, elementary, or secondary education or library services to children (P.L. 107-110, section 4303[a]). In addition, no person shall permit smoking within any indoor facility (or portion of such a facility) owned or leased or contracted and utilized for the provision of regular or routine health care or day care or early childhood development (Head Start) services (P.L. 107-110, Section 4303[b][1]). Any failure to comply with a prohibition in this Act shall be considered to be a violation of this Act and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty, as determined by the Secretary of Education (P.L. 107-110, section 4303[e][1]).
- 17) The subrecipient will comply with the Stevens Amendment.
- 18) The subrecipient will submit such reports to the NHDOE and to U.S. governmental agencies as may reasonably be required to enable the NHDOE and U.S. governmental agencies to perform their duties. The recipient will maintain such fiscal and programmatic records, including those required under 20 U.S.C. 1234f, and will provide access to those records, as necessary, for those Departments/agencies to perform their duties.
- 19) The subrecipient will assure that all applications submitted for project/grant funding are proper and in accordance with the terms and conditions of the applications, the official who is authorized to legally bind the recipient agency/organization agrees to the following certification.

*"By signing this General Assurances, Requirements and Definitions for Participation in Federal Programs Document, I certify to the best of my knowledge and belief that all applications submitted are true, complete, and accurate, for the purposes and objectives set forth in the application, I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal or administrative penalties for false statements, false claims or otherwise."*

- 20) The subrecipient will assure that expenditures reported are proper and in accordance with the terms and conditions of any project/grant funding, the official who is authorized to legally bind the agency/organization agrees to the following certification for all fiscal reports and/or vouchers requesting payment.

*"By signing this General Assurances, Requirements and Definitions for Participation in Federal Programs Document, I certify to the best of my knowledge and belief that the reports submitted are true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purpose and objectives set forth in the terms and conditions of the Project Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise."*

- 21) The subrecipient will provide reasonable opportunities for systematic consultation with and participation of teachers, parents, and other interested agencies, organizations, and individuals, including education-related community groups and non-profit organizations, in the planning for and operation of each program.
- 22) The subrecipient shall assure that any application, evaluation, periodic program plan, or report relating to each program will be made readily available to parents and other members of the general public upon request.

# Sample Only

- 23) The subrecipient has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program, significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects. Such procedures shall ensure compliance with applicable federal laws and requirements.
- 24) The subrecipient will comply with the requirements of the Gun-Free Schools Act of 1994.
- 25) The subrecipient will submit a fully executed and accurate Single Audit Certification form to the NHDOE not later than March 31, 2020. The worksheet will be provided to each subrecipient by the NHDOE.
- 26) The subrecipient shall comply with the restrictions of New Hampshire RSA 15:5.
- 27) The subrecipient will comply with the requirements in 2 CFR Part 180, Government-wide Debarment and Suspension (Non-procurement).
- 28) The subrecipient certifies that it will maintain a drug-free workplace and will comply with the requirements of the Drug-Free Workplace Act of 1988.
- 29) The recipient will adhere to the requirements of Title 20 USC 7197 relative to the Transfer of Disciplinary Records.

## **B. Explanation of Grants Management Requirements**

The following section elaborate on certain requirements included in legislation or regulations referred to in the "General Assurances" section. This section also explains the broad requirements that apply to federal program funds.

### **1. Financial Management Systems**

Financial management systems, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award.

Specifically, the financial management system must be able to:

- a) Identify, in its accounts, all federal awards received and expended and the federal programs under which they were received. Federal program and federal award identification must include, as applicable, the CFDA title and number, federal award identification number and year, name of the federal agency, and name of the pass-through entity, if any.
- b) Provide accurate, current, and complete disclosure of the financial results of each federal award or program.
- c) Produce records that identify adequately the source and application of funds for federally funded activities.
- d) Maintain effective control over, and accountability for, all funds, property, and other assets. The subrecipient must adequately safeguard all assets and assure that they are used solely for authorized purposes.

# Sample Only

- e) Generate comparisons of expenditures with budget amounts for each federal award.

## 2. Written Policies and Procedures

The subrecipient must have written policies and procedures for:

- a) Cash Management (2 CFR 200.302(b)(6) & 200.305)
- b) Determining the allowability of costs in accordance with 2 CFR 200 Subpart E—Cost Principles and the terms and conditions of the Federal award. (2 CFR 200.302(b)(7))
- c) Conflict of Interest (2 CFR 200.318(c))
- d) Procurement (2 CFR 200.320)
- e) Method for conducting Technical Evaluations of Proposals and Selecting Recipients (2 CFR 200.320(d)(3) and 200.323)
- f) Suspension and Debarment (2 CFR 200.213)
- g) Travel Policy (2 CFR 200.474(b))
- h) Equipment and Supplies (2 CFR 200.313(d), 200.314)
- i) Time and Effort (2 CFR 200.430(i))
- j) Record Keeping (2 CFR 200.333 and 200.335)

## 3. Internal Controls

The subrecipient must:

- a) Establish and maintain effective internal control over the federal award that provides reasonable assurance that the non-federal entity is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should be in compliance with the guidance outlined in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- b) Comply with federal statutes, regulations, and the terms and conditions of the federal awards.
- c) Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
- d) Take reasonable measures to safeguard and protect personally identifiable information and other information the federal awarding agency or pass-through entity designates as sensitive or the subrecipient considers sensitive consistent with applicable federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.
- e) Maintain all accounts, records, and other supporting documentation pertaining to all costs incurred and revenues or other applicable credits acquired under each approved project in accordance with 2 CFR 200.333.

## 4. Allowable Costs

In accounting for and expending project/grant funds, the subrecipient may only charge expenditures to the project award if they are;

- a) in payment of obligations incurred during the approved project period;
- b) in conformance with the approved project;
- c) in compliance with all applicable statutes and regulatory provisions;
- d) costs that are allocable to a particular cost objective;
- e) spent only for reasonable and necessary costs of the program; and
- f) not used for general expenses required to carry out other responsibilities of the subrecipient.

# Sample Only

## 5. Audits

This part is applicable for all non-federal entities as defined in 2 CFR 200, Subpart F.

- a) In the event that the subrecipient expends \$750,000 or more in federal awards in its fiscal year, the subrecipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F. In determining the federal awards expended in its fiscal year, the subrecipient shall consider all sources of federal awards, including federal resources received from the NHDOE. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR 200, Subpart F.
- b) In connection with the audit requirements, the subrecipient shall also fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508.
- c) If the subrecipient expends less than \$750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F, is not required. In the event that the subrecipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from subrecipient resources obtained from non-federal entities).

The subrecipient assures it will implement the following audit responsibilities:

- a) Procure or otherwise arrange for the audit required by this part in accordance with auditor selection regulations (2 CFR 200.509), and ensure it is properly performed and submitted nine months after the close of the fiscal year in accordance with report submission regulations (2 CFR 200.512).
- b) Provide the auditor access to personnel, accounts, books, records, supporting documentation, and other information as needed so that the auditor may perform the audit required by this part.
- c) Prepare appropriate financial statements, including the schedule of expenditures of federal awards in accordance with financial statements regulations (2 CFR 200.510).
- d) Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with audit findings follow-up regulations (2 CFR 200.511(b-c)).
- e) Upon request by the NHDOE Bureau of Federal Compliance (BFC), promptly submit a corrective action plan using the NHDOE template provided by the BFC for audit findings related to NHDOE funded programs.
- f) For repeat findings not resolved or only partially resolved, the subrecipient must provide explanation for findings not resolved or only partially resolved to the BFC for findings related to all NHDOE funded programs. The BFC will review the subrecipient's submission and issue an appropriate Management Decision in accordance with 2 CFR 200.521.

## 6. Reports to be Submitted

### Audits/Management Decisions

Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F shall be submitted, by or on behalf of the recipient directly to the following:

- a) The Federal Audit Clearinghouse (FAC) in 2 CFR 200, Subpart F requires the auditee to electronically submit the data collection form described in 200.512(b) and the reporting package described in 200.512(c) to FAC at: [https://harvester.census.gov/facides/\(S\(mqamohbpjf0hmyh1r45p1po1\)\)/account/login.aspx](https://harvester.census.gov/facides/(S(mqamohbpjf0hmyh1r45p1po1))/account/login.aspx)

New Hampshire Department of Education – FY20  
Page 6 of 16

Initials of Superintendent: \_\_\_\_\_  
Initials of School Board Chair: \_\_\_\_\_

# Sample Only

Copies of other reports or management decision letter(s) shall be submitted by or on behalf of the subrecipient directly to:

- a) New Hampshire Department of Education  
Bureau of Federal Compliance  
101 Pleasant Street  
Concord, NH 03301
- b) In response to requests by a federal agency, auditees must submit a copy of any management letters issued by the auditor, 2 CFR 200.512(e).

Any other reports, management decision letters, or other information required to be submitted to the NHDOE pursuant to this agreement shall be submitted in a timely manner.

## Single Audit Certification

An executed and accurate Single-Audit Certification form shall be submitted to the NHDOE not later than **March 31, 2020**. A copy of the form will be provided to each subrecipient by the NHDOE.

## **7. Debarment, Suspension, and Other Responsibility Matters**

As required by Executive Orders (E.O.) 12549 and 12689, Debarment and Suspension, and implemented at 2 CFR Part 180, for prospective participants in primary covered transactions, as defined in 2 CFR 180.120, 180.125 and 180.200, no contract shall be made to parties identified on the General Services Administration's *Excluded Parties List System* as excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding their exclusion status and that of their principal employees.

The federal government imposes this requirement in order to protect the public interest, and to ensure that only responsible organizations and individuals do business with the government and receive and spend government grant funds. Failure to adhere to these requirements may have serious consequences – for example, disallowance of cost, termination of project, or debarment.

To assure that this requirement is met, there are four options for obtaining satisfaction that subrecipients and contractors are not suspended, debarred, or disqualified. They are:

The subrecipient certifies that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal Department or agency.
- b) Have not within a three-year period preceding this application 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 contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement; theft, forgery, bribery, falsification, or destruction of records; making false statements; or receiving stolen property.
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in this certification.

# Sample Only

- d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the subrecipient is unable to certify to any of the statements in this certification, they shall attach an explanation to this document.

## 8. Drug-Free Workplace (Grantees Other Than Individual)

As required by the Drug-Free Workplace Act of 1988 and implemented in 34 CFR 84.200 and 84.610, the subrecipient certifies that it will continue to provide a drug-free workplace by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- b) Establishing, as required by 34 CFR 84.215, an ongoing drug-free awareness program to inform employees about:
  - o The dangers of drug abuse in the workplace.
  - o The recipient's policy of maintaining a drug-free workplace.
  - o Any available drug counseling, rehabilitation, and employee assistance programs.
  - o The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c) Requiring that each employee engaged in the performance of the project is given a copy of this statement.
- d) Notifying the employee in the statement that, as a condition of employment under the project, the employee will:
  - o Abide by the terms of the statement.
  - o Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- e) Notifying the agency in writing within 10 calendar days after receiving notice of an employee's conviction of a violation of a criminal drug statute in the workplace, as required by 34 CFR 84.205(c)(2), from an employee or otherwise receiving actual notice of employee's conviction. Employers of convicted employees must provide notice, including position title to:

Director, Grants and Contracts Service  
U.S. Department of Education  
400 Maryland Avenue, S.W. [Room 3124, GSA – Regional Office Building No. 3]  
Washington, D.C. 20202-4571

(Notice shall include the identification number[s] of each affected grant).

- f) Taking one of the following actions, as stated in 34 CFR 84.225(b), within 30 calendar days of receiving the required notice with respect to any employee who is convicted of a violation of a criminal drug statute in the workplace.
  - o Taking appropriate personnel action against such an employee, up to and including

# Sample Only

- termination consistent with the requirements of the Rehabilitation Act of 1973, as amended.
- o Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
  
- g) Making a good-faith effort to maintain a drug-free workplace through implementation of the requirements stated above.

## 9. EDGAR - Education Department General Administrative Regulations

The federal grant administrative regulations for education (Title 34 CFR Parts 75, 76, 77, 79, 81, 82, 84, 86, 97, 98, and 99), was revised on December 26, 2014, with the implementation of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grants Guidance), and delete 34 CFR Parts 74, 80, and 85 (Part 85 changed to 2 CFR Part 180) and included the deleted regulations into the Uniform Grants Guidance. Both administrative regulations (EDGAR and Uniform Grants Guidance), apply to all federal projects/awards.

## 10. General Education Provisions Act (GEPA) Requirements - Section 427 (Federal Requirement) Equity for Students, Teachers, and Other Program Beneficiaries

The purpose of Section 427 of GEPA is to ensure equal access to education and to promote educational excellence by ensuring equal opportunities to participate for all eligible students, teachers, and other program beneficiaries in proposed projects, and to promote the ability of such students, teachers, and beneficiaries to meet high standards. Further, when designing their projects, grant applicants must address the special needs and equity concerns that might affect the ability of students, teachers, and other program beneficiaries to participate fully in the proposed project.

Program staff within the NHDOE must ensure that information required by Section 427 of GEPA is included in each application that the Department funds. *(There may be a few cases, such as research grants, in which Section 427 may not be applicable because the projects do not have individual project beneficiaries. Contact the Government Printing Office staff should you believe a situation of this kind exists).*

The statute highlights six types of barriers that can impede equitable access or participation: gender, race, national origin, color, disability, and age. Based on local circumstances, the applicant can determine whether these or other barriers may prevent participants from access and participation in the federally assisted project, and how the applicant would overcome these barriers.

These descriptions may be provided in a single narrative or, if appropriate, may be described in connection with other related topics in the application. Subrecipients should be asked to state in the table of contents where this requirement is met.

NHDOE program staff members are responsible for screening each application to ensure that the requirements of this section are met before making an award. If this condition is not met, after the application has been selected for funding the program staff should contact the subrecipient to find out why this information is missing. Documentation must be in the project file indicating that this review was completed before the award was made. If an oversight occurred, the program staff may give the applicant another opportunity to satisfy this requirement, but must receive the missing information before making the award, 34 CFR 75.231.

All applicants for new awards must satisfy this provision to receive funding. Those seeking *continuation* awards do not need to submit information beyond the descriptions included in their original applications.

# Sample Only

## 11. Gun Possession (Local Education Agencies (LEAs) only)

As required by Title XIV, Part F, and Section 14601 (Gun-Free Schools Act of 1994) of the Improving America's Schools Act:

The LEA assures that it shall comply with the provisions of RSA 193:13 III.

RSA 193:13, III. Any pupil who brings or possesses a firearm as defined in section 921 of Title 18 of the United States Code in a safe school zone as defined in RSA 193-D:1 without written authorization from the Superintendent or designee shall be expelled from school by the local school board for a period of not less than 12 months.

The LEA assures that it has adopted a policy, which allows the Superintendent or Chief Administrative officer to modify the expulsion requirement on a case by case basis. RSA 193:13, IV.

The LEA assures that it shall report to the NHDOE in July of each year, a description of the circumstances surrounding any expulsions imposed under RSA 193:13, III and IV including, but not limited to:

- a) The name of the school concerned;
- b) The grade of the student disciplined;
- c) The type of firearm involved;
- d) Whether or not the expulsion was modified, and
- e) If the student was identified as Educationally Disabled.

The LEA assures that it has in effect a policy requiring referral to the criminal justice or juvenile delinquency system of any student who brings a firearm or weapon to school.

Ed 317.03 Standard for Expulsion by Local School Board.

- a) A school board which expels a pupil under RSA 193:13, II or III, shall state in writing its reasons, including the act leading to expulsion, and shall provide a procedure for review as allowed under RSA 193:13, II.
- b) School boards shall make certain that the pupil has received notice of the requirements of RSA 193-D and RSA 193:13 through announced, posted, or printed school rules.
- c) If a student is subject to expulsion and a firearm is involved, the Superintendent shall contact local law enforcement officials whenever there is any doubt concerning:
  - 1) Whether a firearm is legally licensed under RSA 159; or
  - 2) Whether the firearm is lawfully possessed, as opposed to unlawfully possessed, under the legal definitions of RSA 159.
- d) If a pupil brings or possesses a firearm in a safe school zone without written authorization from the Superintendent, the following shall apply:
  - 1) The Superintendent shall suspend the pupil for a period not to exceed 10 days, pending a hearing by the local board; and
  - 2) The school board shall hold a hearing within 10 days to determine whether the student was in violation of RSA 103:13, III and therefore is subject to expulsion.

## 12. Lobbying

As required by Section 1352, Title 31, of the U.S. Code, and implemented in 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined in 34 CFR 82.105 and 82.110,

New Hampshire Department of Education – FY20  
Page 10 of 16

Initials of Superintendent: \_\_\_\_\_  
Initials of School Board Chair: \_\_\_\_\_

# Sample Only

the applicant certifies that:

- a) No federally appropriated funds have been paid or will be paid by or on behalf of the subrecipient 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 making of any federal grant; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
- b) If any funds other than federally 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 federal grants or cooperative agreements, the subrecipient shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The subrecipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, contracts under grants, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

## New Hampshire RSA 15:5 - Prohibited Activities.

- I. Except as provided in paragraph II, no recipient of a grant or appropriation of state funds may use the state funds to lobby or attempt to influence legislation, participate in political activity, or contribute funds to any entity engaged in these activities.
- II. Any recipient of a grant or appropriation of state funds that wishes to engage in any of the activities prohibited in paragraph I, or contribute funds to any entity engaged in these activities, shall segregate the state funds in such a manner that such funds are physically and financially separate from any non-state funds that may be used for any of these purposes. Mere bookkeeping separation of the state funds from other moneys shall not be sufficient.

## 13. Subrecipient Monitoring

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F, subrecipient[ient monitoring procedures may include, but not be limited to, on-site visits by NHDOE staff, limited scope audits, and/or other procedures. By signing this document, the subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the NHDOE. In the event the NHDOE determines that a limited scope audit of the project recipient is appropriate, the subrecipient agrees to comply with any additional instructions provided by NHDOE staff to the subrecipient regarding such audit.

## 14. More Restrictive Conditions

Subrecipients found to be in noncompliance with program and/or fund source requirements or determined to be "high risk" shall be subject to the imposition of more restrictive conditions as determined by the NHDOE.

## 15. Obligations by Subrecipients

---

New Hampshire Department of Education – FY20  
Page 11 of 16

Initials of Superintendent: \_\_\_\_\_  
Initials of School Board Chair: \_\_\_\_\_

# Sample Only

Obligations will be considered to have been incurred by subrecipients on the basis of documentary evidence of binding commitments for the acquisition of goods or property or for the performance of work, except that funds for personal services, for services performed by public utilities, for travel, and for the rental of facilities shall be considered to have been obligated at the time such services were rendered, such travel was performed, and/or when facilities are used (see 34 CFR 76.707).

## 16. Participation of Private School Students and Staff in Federal Grants

Students and staff of nonpublic schools shall be given an opportunity for equitable participation in activities or services conducted by school districts using federal funds. Appropriate personnel must be aware of, and consult, program-specific guidelines discussed in the applicable program statute, regulations, and guidance documents.

## 17. Personnel Costs – Time Distribution

Charges to federal projects for personnel costs, whether treated as direct or indirect costs, are allowable to the extent that they satisfy the specific requirements of 2 CFR 200.430, and will be based on payrolls documented in accordance with generally accepted practices of the subrecipient and approved by a responsible official(s) of the subrecipient.

When employees work solely on a single federal award or cost objective, charges for their salaries and wages must be supported by personnel activity reports (PARs), which are periodic certifications (at least semi-annually) that the employees worked solely on that program for the period covered by the certification. These certifications must be signed by the employee or a supervisory official having firsthand knowledge of the work performed by the employee.

When employees work on multiple activities or cost objectives (e.g., more than one federal project, a federal project and a non-federal project, an indirect cost activity and a direct cost activity, two or more indirect activities which are allocated using different allocation bases, or an unallowable activity and a direct or indirect cost activity), the distribution of their salaries or wages will be supported by personnel activity reports or equivalent documents that meet the following standards:

- a) Reflect an after-the-fact distribution of the actual activity of each employee
- b) Account for the total activity for which each employee is compensated
- c) Prepared at least monthly and must coincide with one or more pay period
- d) Signed and dated by the employee

## 18. Project Effective Dates

For federal programs, funds shall be obligated no earlier than the date the project application was received by the NHDOE and determined to be in substantially approvable form or the effective date of the federal grant award, whichever is later.

All Project/Grant Award Notifications reflect the beginning and ending dates of the project period and the date for submission of the final expenditure report. All conditions stated in the award notification are considered binding on the subrecipient.

## 19. Protected Prayer in Public Elementary and Secondary Schools

As required in Section 9524 of the Elementary and Secondary Education Act (ESEA) of 1965, as amended by the No Child Left Behind Act of 2001, LEAs must certify annually that they have no policy that prevents or otherwise denies participation in constitutionally protected prayer in public elementary

and secondary schools.

# Sample Only

## 20. Purchasing

All subrecipients must have documented procurement policies and procedures that meet the minimum requirements of federal and state statutes, rules, and regulations. Under the Uniform Administrative Requirements, the procurement standards are located at 2 CFR 200.317 – 200.326.

## 22. Retention and Access to Records

Requirements related to retention and access to project/grant records, are determined by federal rules and regulations. Federal regulation 2 CFR 200.333, addresses the retention requirements for records that applies to all financial and programmatic records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal or Project award. If any litigation, claim, or audit is started before the expiration date of the retention period, the records must be maintained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

Access to records of the subrecipient and the expiration of the right of access is found at 2 CFR 200.336 (a) and (c), which states:

- a) Records of non-Federal entities. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives [including but not limited to the NHDOE] must have the right of access to any documents, papers, or other records of non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity’s personnel for the purpose of interview and discussion related to such documents.
- c) Expiration of right of access. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

## 23. The Stevens Amendment

All federally funded projects must comply with the Stevens Amendment of the Department of Defense Appropriation Act, found in Section 8136, which provides:

*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 grantees receiving federal funds, including but not limited to state and local governments, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be funded by non-governmental sources.*

## 24. Transfer of Disciplinary Records

Title 20 USC 7197 requires that the State have a procedure to assure that a student’s disciplinary records, with respect to suspensions and expulsions, are transferred by the project recipient to any public or private elementary or secondary school where the student is required or chooses to enroll. In New Hampshire, that assurance is statutory and found at RSA 193-D:8.

The relevant portions of the federal and state law appear below.

New Hampshire Department of Education – FY20  
Page 13 of 16

Initials of Superintendent: \_\_\_\_\_  
Initials of School Board Chair: \_\_\_\_\_

# Sample Only

- a) **Disciplinary Records** - In accordance with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232g), not later than 2 years after the date of enactment of this part, each State receiving Federal funds under this Act shall provide an assurance to the Secretary that the State has a procedure in place to facilitate the transfer of disciplinary records, with respect to a suspension or expulsion, by local educational agencies to any private or public elementary school or secondary school for any student who is enrolled or seeks, intends, or is instructed to enroll, on a full- or part-time basis, in the school.
- b) **193-D:8 Transfer Records; Notice** – All elementary and secondary educational institutions, including academies, private schools, and public schools, shall upon request of the parent, pupil, or former pupil, furnish a complete school record for the pupil transferring into a new school system. Such record shall include, but not be limited to, records relating to any incidents involving suspension or expulsion, or delinquent or criminal acts, or any incident reports in which the pupil was charged with any act of theft, destruction, or violence in a safe school zone.

## B. Definitions

- 1) **Audit finding** - *Audit finding* means deficiencies which the auditor is required by 2 CFR 200.516 Audit findings, paragraph (a) to report in the schedule of findings and questioned costs (2 CFR 200.5).
- 2) **Management decision** - *Management decision* means the evaluation by the Federal awarding agency or pass-through entity of the audit findings and corrective action plan and the issuance of a written decision to the auditee as to what corrective action is necessary (2 CFR 200.66).
- 3) **Obligations** - When used in connection with a non-Federal entity's utilization of funds under a Federal award, *obligations* means orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period (2 CFR 200.71).
- 4) **Pass-through entity** - *Pass-through entity* means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 CFR 200.74).
- 5) **Period of performance** - *Period of performance* means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award.
- 6) **Subaward** - *Subaward* means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. (2 CFR 200.92).
- 7) **Subrecipient** - *Subrecipient* means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency (2 CFR 200.93).

# Sample Only

**Instructions:** The Superintendent, or other Qualifying Administrator, if the School District does not have a Superintendent, (*See* RSA 194-C:5, II) **must** consult with the School Board for the School District by informing said School Board about the District's participation in Federal Programs and the terms and conditions of the General Assurances, Requirements and Definitions for Participation in Federal Programs. The Superintendent or other Qualifying Administrator and the Chair of the School Board **must** sign this certification page (and initial the remaining pages) as described below and return it to the NHDOE. **No payment for project/grant awards will be made by the NHDOE without a fully executed copy of this General Assurances, Requirements and Definitions for Participation in Federal Programs on file.** For further information, contact the NHDOE Bureau of Federal Compliance at (603) 271-2634.

---

## Superintendent or other Qualifying Administrator Certification:

We the undersigned acknowledge that [a] person is guilty of a violation of R.S.A. § 641:3 if [h]e or she makes a written or electronic false statement which he or she does not believe to be true, on or pursuant to a form bearing a notification authorized by law to the effect that false statements made therein are punishable; or (b) With a purpose to deceive a public servant in the performance of his or her official function, he or she: (1) Makes any written or electronic false statement which he or she does not believe to be true; or (2) Knowingly creates a false impression in a written application for any pecuniary or other benefit by omitting information necessary to prevent statements therein from being misleading; or (3) Submits or invites reliance on any writing which he or she knows to be lacking in authenticity; or (4) Submits or invites reliance on any sample, specimen, map, boundary mark, or other object which he or she knows to be false.

Accordingly, I, the undersigned official legally authorized to bind the named School District hereby apply for participation in federally funded education programs on behalf of the School District named below. I certify, to the best of my knowledge, that the below School District will adhere to and comply with these General Assurances, Requirements and Definitions for Participation in Federal Programs (pages 1 through 16 inclusive). I further certify, as is evidenced by the Minutes of the School Board/School Administrative Unit Meeting of \_\_\_\_\_, \_\_\_\_\_, that I have informed all members of the School Board of the federal funds the District will be receiving and of these General Assurances, Requirements and Definitions for the District's participation in said programs.

SAU Number: \_\_\_\_\_ School District: \_\_\_\_\_

\_\_\_\_\_  
Typed Name of Superintendent  
Or other Qualifying Administrator

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# Sample Only



Frank Edelblut  
Commissioner

Christine Brennan  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, N.H. 03301  
TEL. (603) 271-3495  
FAX (603) 271-1953

March 29, 2019

TO: Chief Administrative/Financial Officer

FROM: Timothy Carney, Administrator  
Department of Education

SUBJECT: General Assurances FY 2020

The New Hampshire Department of Education (NHDOE) has developed the attached "General Assurances, Requirements and Definitions for Participation in Federal Programs" document that must be signed by all agencies and organizations that receive federal funds through the NHDOE. The federally funded education programs which flow money through the NHDOE require each applicant to file certain assurances. Some of these assurances apply to all programs and are therefore, considered "general assurances."

The submission of general assurances is required by:

- Federal regulation 34 CFR §76.301 of the Education Department General Administrative Regulations (EDGAR), which requires a general application for subgrantees/subrecipients for participation in federal programs funded by the U.S. Department of Education that meets the requirements of Section 442 of the General Education Provisions Act (GEPA).
- Applicable federal statutes.
- Applicable regulations of other federal agencies.

The NHDOE has consolidated the general assurances into one document which also now includes terms and requirements in an effort to provide more guidance relative to implementation of the underlying assurances. NHDOE requests an annual submission for all of your Postsecondary Colleges/Institutions or Reporting Agencies. This will simplify the collection of assurances and facilitate the requirement that the New Hampshire Commissioner of Education certify to the Secretary of Education the status of all applicant agencies.

TDD Access: Relay NH 711  
EQUAL OPPORTUNITY EMPLOYER- EQUAL EDUCATIONAL OPPORTUNITIES

# Sample Only

General Assurances FY 2020  
March 29, 2019

Page 2

We are requesting that you complete the certifications at the end of the enclosed general assurance document; initial each page in the spaces provided and return it in full to the attention of the Bureau of Federal Compliance. That office will notify the directors of all programs approving federal funds to Postsecondary Colleges/Institutions or Reporting Agencies when they have received your assurances. The directors of the various federal programs are not to request additional copies from you, but to accept the Bureau of Federal Compliance list as the basis for determining compliance with these requirements as one item in their approval of proposals for funding. Other program specific assurances will still be requested by individual NHDOE programs.

Compliance with these general assurances will be subject to review by NHDOE staff during on-site federal compliance monitoring. Annual audits by CPA's in accordance with the Single Audit Act may also include compliance checks.

In the certification section, please include the name of the Postsecondary Colleges/Institutions or Reporting Agency that will be applying for funds. The certifying party is asked to execute the document, and return to the NHDOE Bureau of Federal Compliance office no later than **June 30, 2019**.

Thank you for your assistance with this initiative. This process should make it less difficult for all of us to access and use the federal funds for the purposes designated.

If you should have any questions regarding these general assurances, please contact Timothy Carney, Administrator of the Bureau of Federal Compliance at [Timothy.Carney@doe.nh.gov](mailto:Timothy.Carney@doe.nh.gov) or at 603-271-2634.

# Sample Only

## New Hampshire Department of Education

**FY2020**

### **GENERAL ASSURANCES, REQUIREMENTS AND DEFINITIONS FOR PARTICIPATION IN FEDERAL PROGRAMS DOCUMENT**

Subrecipients of any Federal grant funds provided through the New Hampshire Department of Education (NHDOE) must submit a signed copy of this document to the NHDOE Bureau of Federal Compliance prior to any grant application being deemed to be “substantially approvable”. Once a grant is deemed to be in substantially approvable form, the subrecipient may begin to obligate funds which will be reimbursed upon final approval of the application by the NHDOE (34 CFR 708).

**Any funds obligated by the subrecipient prior to the application being in substantially approvable form will not be reimbursable even upon final approval of the application by the NHDOE.**

This FY2020 general assurances document contains some differences from the FY2019 general assurances document. You are encouraged to do a side by side comparison of the two documents so that you thoroughly understand the requirements to which you are agreeing.

Following your review and acceptance of these General Assurances, Requirements and Definitions for Participation in Federal Programs please sign the certification statement on the appropriate page and then initial each of the remaining pages where indicated.

Please note that the practice of the School Board authorizing the Superintendent to sign on behalf of the School Board Chair is not acceptable to the NHDOE in this case and will be considered non-responsive.

Once the document is fully executed, you may either email or mail a copy of the entire document to:

Timothy Carney  
New Hampshire Department of Education  
Bureau of Federal Compliance  
101 Pleasant Street  
Concord, NH 03301  
[Timothy.Carney@doe.nh.gov](mailto:Timothy.Carney@doe.nh.gov)

Should you have any questions please contact Timothy Carney at 603-271-2634 or Lindsey Scribner at 603-271- 3837.

# Sample Only

## General Assurances, Requirements and Definitions for Participation in Federal Programs

### A. General Assurances

Assurance is hereby given by the subrecipient that, to the extent applicable:

- 1) The subrecipient has the legal authority to apply for the federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay non-federal share of project costs, as applicable) to ensure proper planning, management, and completion of the project described in all applications submitted.
- 2) The subrecipient will give the awarding agency, the NHDOE, the Comptroller General of the United States and, if appropriate, other State Agencies, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- 3) The subrecipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- 4) The subrecipient will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- 5) The subrecipient will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
  - (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
  - (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
  - (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
  - (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
  - (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
  - (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
  - (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
  - (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
  - (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

# Sample Only

- 6) The subrecipient will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- 7) The subrecipient will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds. The subrecipient further assures that no federally appropriated funds have been paid or will be paid by or on behalf of the subrecipient 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 making of any federal grant; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
- 8) The subrecipient will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported in whole or in part with federal funds.
- 9) The subrecipient will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported in whole or in part with federal funds.
- 10) The subrecipient will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- 11) The subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing all program(s).
- 12) The subrecipient will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR 200, Subpart F, "Audit Requirements," as applicable.
- 13) The recipient will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.
- 14) The control of funds provided to the subrecipient under each program, and title to property acquired with those funds, will be in a public agency, and a public agency will administer those funds and property.
- 15) Personnel funded from federal grants and their subcontractors will adhere to the prohibition from text messaging while driving an organization-owned vehicle, or while driving their own privately owned vehicle during official Grant business, or from using organization-supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009 (pursuant to provisions attached to federal grants funded by the US Department of Education).

# Sample Only

- 16) The subrecipient assures that is will adhere to the Pro-Children Act of 2001, which states that no person shall permit smoking within any indoor facility owned or leased or contracted and utilized for the provision of routine or regular kindergarten, elementary, or secondary education or library services to children (P.L. 107-110, section 4303[a]). In addition, no person shall permit smoking within any indoor facility (or portion of such a facility) owned or leased or contracted and utilized for the provision of regular or routine health care or day care or early childhood development (Head Start) services (P.L. 107-110, Section 4303[b][1]). Any failure to comply with a prohibition in this Act shall be considered to be a violation of this Act and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty, as determined by the Secretary of Education (P.L. 107-110, section 4303[e][1]).
- 17) The subrecipient will comply with the Stevens Amendment.
- 18) The subrecipient will submit such reports to the NHDOE and to U.S. governmental agencies as may reasonably be required to enable the NHDOE and U.S. governmental agencies to perform their duties. The recipient will maintain such fiscal and programmatic records, including those required under 20 U.S.C. 1234f, and will provide access to those records, as necessary, for those Departments/agencies to perform their duties.
- 19) The subrecipient will assure that all applications submitted for project/grant funding are proper and in accordance with the terms and conditions of the applications, the official who is authorized to legally bind the recipient agency/organization agrees to the following certification.

*"By signing this General Assurances, Requirements and Definitions for Participation in Federal Programs Document, I certify to the best of my knowledge and belief that all applications submitted are true, complete, and accurate, for the purposes and objectives set forth in the application, I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal or administrative penalties for false statements, false claims or otherwise."*

- 20) The subrecipient will assure that expenditures reported are proper and in accordance with the terms and conditions of any project/grant funding, the official who is authorized to legally bind the agency/organization agrees to the following certification for all fiscal reports and/or vouchers requesting payment.

*"By signing this General Assurances, Requirements and Definitions for Participation in Federal Programs Document, I certify to the best of my knowledge and belief that the reports submitted are true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purpose and objectives set forth in the terms and conditions of the Project Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise."*

- 21) The subrecipient will provide reasonable opportunities for systematic consultation with and participation of teachers, parents, and other interested agencies, organizations, and individuals, including education-related community groups and non-profit organizations, in the planning for and operation of each program.
- 22) The subrecipient shall assure that any application, evaluation, periodic program plan, or report relating to each program will be made readily available to parents and other members of the general public upon request.

# Sample Only

- 23) The subrecipient has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program, significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects. Such procedures shall ensure compliance with applicable federal laws and requirements.
- 24) The subrecipient will comply with the requirements of the Gun-Free Schools Act of 1994.
- 25) The subrecipient will submit a fully executed and accurate Single Audit Certification form to the NHDOE not later than March 31, 2020. The worksheet will be provided to each subrecipient by the NHDOE.
- 26) The subrecipient shall comply with the restrictions of New Hampshire RSA 15:5.
- 27) The subrecipient will comply with the requirements in 2 CFR Part 180, Government-wide Debarment and Suspension (Non-procurement).
- 28) The subrecipient certifies that it will maintain a drug-free workplace and will comply with the requirements of the Drug-Free Workplace Act of 1988.
- 29) The recipient will adhere to the requirements of Title 20 USC 7197 relative to the Transfer of Disciplinary Records.

## **B. Explanation of Grants Management Requirements**

The following section elaborate on certain requirements included in legislation or regulations referred to in the "General Assurances" section. This section also explains the broad requirements that apply to federal program funds.

### **1. Financial Management Systems**

Financial management systems, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award.

Specifically, the financial management system must be able to:

- a) Identify, in its accounts, all federal awards received and expended and the federal programs under which they were received. Federal program and federal award identification must include, as applicable, the CFDA title and number, federal award identification number and year, name of the federal agency, and name of the pass-through entity, if any.
- b) Provide accurate, current, and complete disclosure of the financial results of each federal award or program.
- c) Produce records that identify adequately the source and application of funds for federally funded activities.
- d) Maintain effective control over, and accountability for, all funds, property, and other assets. The subrecipient must adequately safeguard all assets and assure that they are used solely for authorized purposes.
- e) Generate comparisons of expenditures with budget amounts for each federal award.

# Sample Only

## 2. Written Policies and Procedures

The subrecipient must have written policies and procedures for:

- a) Cash Management (2 CFR 200.302(b)(6) & 200.305)
- b) Determining the allowability of costs in accordance with 2 CFR 200 Subpart E—Cost Principles and the terms and conditions of the Federal award. (2 CFR 200.302(b)(7))
- c) Conflict of Interest (2 CFR 200.318(c))
- d) Procurement (2 CFR 200.320)
- e) Method for conducting Technical Evaluations of Proposals and Selecting Recipients (2 CFR 200.320(d)(3) and 200.323)
- f) Suspension and Debarment (2 CFR 200.213)
- g) Travel Policy (2 CFR 200.474(b))
- h) Equipment and Supplies (2 CFR 200.313(d), 200.314)
- i) Time and Effort (2 CFR 200.430(i))
- j) Record Keeping (2 CFR 200.333 and 200.335)

## 3. Internal Controls

The subrecipient must:

- a) Establish and maintain effective internal control over the federal award that provides reasonable assurance that the non-federal entity is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should be in compliance with the guidance outlined in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- b) Comply with federal statutes, regulations, and the terms and conditions of the federal awards.
- c) Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
- d) Take reasonable measures to safeguard and protect personally identifiable information and other information the federal awarding agency or pass-through entity designates as sensitive or the subrecipient considers sensitive consistent with applicable federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.
- e) Maintain all accounts, records, and other supporting documentation pertaining to all costs incurred and revenues or other applicable credits acquired under each approved project in accordance with 2 CFR 200.333.

## 4. Allowable Costs

In accounting for and expending project/grant funds, the subrecipient may only charge expenditures to the project award if they are;

- a) in payment of obligations incurred during the approved project period;
- b) in conformance with the approved project;
- c) in compliance with all applicable statutes and regulatory provisions;
- d) costs that are allocable to a particular cost objective;
- e) spent only for reasonable and necessary costs of the program; and
- f) not used for general expenses required to carry out other responsibilities of the subrecipient.

# Sample Only

## 5. Audits

This part is applicable for all non-federal entities as defined in 2 CFR 200, Subpart F.

- a) In the event that the subrecipient expends \$750,000 or more in federal awards in its fiscal year, the subrecipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F. In determining the federal awards expended in its fiscal year, the subrecipient shall consider all sources of federal awards, including federal resources received from the NHDOE. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR 200, Subpart F.
- b) In connection with the audit requirements, the subrecipient shall also fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508.
- c) If the subrecipient expends less than \$750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F, is not required. In the event that the subrecipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from subrecipient resources obtained from non-federal entities).

The subrecipient assures it will implement the following audit responsibilities;

- a) Procure or otherwise arrange for the audit required by this part in accordance with auditor selection regulations (2 CFR 200.509), and ensure it is properly performed and submitted nine months after the close of the fiscal year in accordance with report submission regulations (2 CFR 200.512).
- b) Provide the auditor access to personnel, accounts, books, records, supporting documentation, and other information as needed so that the auditor may perform the audit required by this part.
- c) Prepare appropriate financial statements, including the schedule of expenditures of federal awards in accordance with financial statements regulations (2 CFR 200.510).
- d) Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with audit findings follow-up regulations (2 CFR 200.511(b-c)).
- e) Upon request by the NHDOE Bureau of Federal Compliance (BFC), promptly submit a corrective action plan using the NHDOE template provided by the BFC for audit findings related to NHDOE funded programs.
- f) For repeat findings not resolved or only partially resolved, the subrecipient must provide explanation for findings not resolved or only partially resolved to the BFC for findings related to all NHDOE funded programs. The BFC will review the subrecipient's submission and issue an appropriate Management Decision in accordance with 2 CFR 200.521.

## 6. Reports to be Submitted

### Audits/Management Decisions

Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F shall be submitted, by or on behalf of the recipient directly to the following:

- a) The Federal Audit Clearinghouse (FAC) in 2 CFR 200, Subpart F requires the auditee to electronically submit the data collection form described in 200.512(b) and the reporting package described in 200.512(c) to FAC at: [https://harvester.census.gov/facides/\(S\(mqamohbpfj0hmyh1r45p1po1\)\)/account/login.aspx](https://harvester.census.gov/facides/(S(mqamohbpfj0hmyh1r45p1po1))/account/login.aspx)

# Sample Only

Copies of other reports or management decision letter(s) shall be submitted by or on behalf of the subrecipient directly to:

- a) New Hampshire Department of Education  
Bureau of Federal Compliance  
101 Pleasant Street  
Concord, NH 03301
- b) In response to requests by a federal agency, auditees must submit a copy of any management letters issued by the auditor, 2 CFR 200.512(e).

Any other reports, management decision letters, or other information required to be submitted to the NHDOE pursuant to this agreement shall be submitted in a timely manner.

## Single Audit Certification

An executed and accurate Single-Audit Certification form shall be submitted to the NHDOE not later than **March 31, 2020**. A copy of the form will be provided to each subrecipient by the NHDOE.

## **7. Debarment, Suspension, and Other Responsibility Matters**

As required by Executive Orders (E.O.) 12549 and 12689, Debarment and Suspension, and implemented at 2 CFR Part 180, for prospective participants in primary covered transactions, as defined in 2 CFR 180.120, 180.125 and 180.200, no contract shall be made to parties identified on the General Services Administration's *Excluded Parties List System* as excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding their exclusion status and that of their principal employees.

The federal government imposes this requirement in order to protect the public interest, and to ensure that only responsible organizations and individuals do business with the government and receive and spend government grant funds. Failure to adhere to these requirements may have serious consequences – for example, disallowance of cost, termination of project, or debarment.

To assure that this requirement is met, there are four options for obtaining satisfaction that subrecipients and contractors are not suspended, debarred, or disqualified. They are:

The subrecipient certifies that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal Department or agency.
- b) Have not within a three-year period preceding this application 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 contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement; theft, forgery, bribery, falsification, or destruction of records; making false statements; or receiving stolen property.
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in this certification.

# Sample Only

- d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the subrecipient is unable to certify to any of the statements in this certification, they shall attach an explanation to this document.

## 8. Drug-Free Workplace (Grantees Other Than Individual)

As required by the Drug-Free Workplace Act of 1988 and implemented in 34 CFR 84.200 and 84.610, the subrecipient certifies that it will continue to provide a drug-free workplace by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- b) Establishing, as required by 34 CFR 84.215, an ongoing drug-free awareness program to inform employees about:
  - o The dangers of drug abuse in the workplace.
  - o The recipient's policy of maintaining a drug-free workplace.
  - o Any available drug counseling, rehabilitation, and employee assistance programs.
  - o The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c) Requiring that each employee engaged in the performance of the project is given a copy of this statement.
- d) Notifying the employee in the statement that, as a condition of employment under the project, the employee will:
  - o Abide by the terms of the statement.
  - o Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- e) Notifying the agency in writing within 10 calendar days after receiving notice of an employee's conviction of a violation of a criminal drug statute in the workplace, as required by 34 CFR 84.205(c)(2), from an employee or otherwise receiving actual notice of employee's conviction. Employers of convicted employees must provide notice, including position title to:

Director, Grants and Contracts Service  
U.S. Department of Education  
400 Maryland Avenue, S.W. [Room 3124, GSA – Regional Office Building No. 3]  
Washington, D.C. 20202-4571

(Notice shall include the identification number[s] of each affected grant).

- f) Taking one of the following actions, as stated in 34 CFR 84.225(b), within 30 calendar days of receiving the required notice with respect to any employee who is convicted of a violation of a criminal drug statute in the workplace.
  - o Taking appropriate personnel action against such an employee, up to and including

# Sample Only

- o termination consistent with the requirements of the Rehabilitation Act of 1973, as amended.
  - o Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- g) Making a good-faith effort to maintain a drug-free workplace through implementation of the requirements stated above.

## 9. EDGAR - Education Department General Administrative Regulations

The federal grant administrative regulations for education (Title 34 CFR Parts 75, 76, 77, 79, 81, 82, 84, 86, 97, 98, and 99), was revised on December 26, 2014, with the implementation of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grants Guidance), and delete 34 CFR Parts 74, 80, and 85 (Part 85 changed to 2 CFR Part 180) and included the deleted regulations into the Uniform Grants Guidance. Both administrative regulations (EDGAR and Uniform Grants Guidance), apply to all federal projects/awards.

## 10. General Education Provisions Act (GEPA) Requirements - Section 427 (Federal Requirement) Equity for Students, Teachers, and Other Program Beneficiaries

The purpose of Section 427 of GEPA is to ensure equal access to education and to promote educational excellence by ensuring equal opportunities to participate for all eligible students, teachers, and other program beneficiaries in proposed projects, and to promote the ability of such students, teachers, and beneficiaries to meet high standards. Further, when designing their projects, grant applicants must address the special needs and equity concerns that might affect the ability of students, teachers, and other program beneficiaries to participate fully in the proposed project.

Program staff within the NHDOE must ensure that information required by Section 427 of GEPA is included in each application that the Department funds. *(There may be a few cases, such as research grants, in which Section 427 may not be applicable because the projects do not have individual project beneficiaries. Contact the Government Printing Office staff should you believe a situation of this kind exists).*

The statute highlights six types of barriers that can impede equitable access or participation: **gender, race, national origin, color, disability, and age**. Based on local circumstances, the applicant can determine whether these or other barriers may prevent participants from access and participation in the federally assisted project, and how the applicant would overcome these barriers.

These descriptions may be provided in a single narrative or, if appropriate, may be described in connection with other related topics in the application. Subrecipients should be asked to state in the table of contents where this requirement is met.

NHDOE program staff members are responsible for screening each application to ensure that the requirements of this section are met before making an award. If this condition is not met, after the application has been selected for funding the program staff should contact the subrecipient to find out why this information is missing. Documentation must be in the project file indicating that this review was completed before the award was made. If an oversight occurred, the program staff may give the applicant another opportunity to satisfy this requirement, but must receive the missing information before making the award, 34 CFR 75.231.

All applicants for new awards must satisfy this provision to receive funding. Those seeking *continuation* awards do not need to submit information beyond the descriptions included in their original applications.

# Sample Only

## 11. Gun Possession (Local Education Agencies (LEAs) only)

As required by Title XIV, Part F, and Section 14601 (Gun-Free Schools Act of 1994) of the Improving America's Schools Act:

The LEA assures that it shall comply with the provisions of RSA 193:13 III.

RSA 193:13, III. Any pupil who brings or possesses a firearm as defined in section 921 of Title 18 of the United States Code in a safe school zone as defined in RSA 193-D:1 without written authorization from the Superintendent or designee shall be expelled from school by the local school board for a period of not less than 12 months.

The LEA assures that it has adopted a policy, which allows the Superintendent or Chief Administrating officer to modify the expulsion requirement on a case by case basis. RSA 193:13, IV.

The LEA assures that it shall report to the NHDOE in July of each year, a description of the circumstances surrounding any expulsions imposed under RSA 193:13, III and IV including, but not limited to:

- a) The name of the school concerned;
- b) The grade of the student disciplined;
- c) The type of firearm involved;
- d) Whether or not the expulsion was modified, and
- e) If the student was identified as Educationally Disabled.

The LEA assures that it has in effect a policy requiring referral to the criminal justice or juvenile delinquency system of any student who brings a firearm or weapon to school.

Ed 317.03 Standard for Expulsion by Local School Board.

- a) A school board which expels a pupil under RSA 193:13, II or III, shall state in writing its reasons, including the act leading to expulsion, and shall provide a procedure for review as allowed under RSA 193:13, II.
- b) School boards shall make certain that the pupil has received notice of the requirements of RSA 193-D and RSA 193:13 through announced, posted, or printed school rules.
- c) If a student is subject to expulsion and a firearm is involved, the Superintendent shall contact local law enforcement officials whenever there is any doubt concerning:
  - 1) Whether a firearm is legally licensed under RSA 159; or
  - 2) Whether the firearm is lawfully possessed, as opposed to unlawfully possessed, under the legal definitions of RSA 159.
- d) If a pupil brings or possesses a firearm in a safe school zone without written authorization from the Superintendent, the following shall apply:
  - 1) The Superintendent shall suspend the pupil for a period not to exceed 10 days, pending a hearing by the local board; and
  - 2) The school board shall hold a hearing within 10 days to determine whether the student was in violation of RSA 103:13, III and therefore is subject to expulsion.

## 12. Lobbying

As required by Section 1352, Title 31, of the U.S. Code, and implemented in 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined in 34 CFR 82.105 and 82.110,

---

New Hampshire Department of Education – FY20  
Page 10 of 16

Initials of Chief Administrator/: \_\_\_\_\_  
Financial Officer

# Sample Only

the applicant certifies that:

- a) No federally appropriated funds have been paid or will be paid by or on behalf of the subrecipient 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 making of any federal grant; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
- b) If any funds other than federally 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 federal grants or cooperative agreements, the subrecipient shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The subrecipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, contracts under grants, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

## New Hampshire RSA 15:5 - Prohibited Activities.

- I. Except as provided in paragraph II, no recipient of a grant or appropriation of state funds may use the state funds to lobby or attempt to influence legislation, participate in political activity, or contribute funds to any entity engaged in these activities.
- II. Any recipient of a grant or appropriation of state funds that wishes to engage in any of the activities prohibited in paragraph I, or contribute funds to any entity engaged in these activities, shall segregate the state funds in such a manner that such funds are physically and financially separate from any non-state funds that may be used for any of these purposes. Mere bookkeeping separation of the state funds from other moneys shall not be sufficient.

## 13. Subrecipient Monitoring

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F, subrecipient[ient monitoring procedures may include, but not be limited to, on-site visits by NHDOE staff, limited scope audits, and/or other procedures. By signing this document, the subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the NHDOE. In the event the NHDOE determines that a limited scope audit of the project recipient is appropriate, the subrecipient agrees to comply with any additional instructions provided by NHDOE staff to the subrecipient regarding such audit.

## 14. More Restrictive Conditions

Subrecipients found to be in noncompliance with program and/or fund source requirements or determined to be "high risk" shall be subject to the imposition of more restrictive conditions as determined by the NHDOE.

## 15. Obligations by Subrecipients

---

New Hampshire Department of Education – FY20  
Page 11 of 16

Initials of Chief Administrator/: \_\_\_\_\_  
Financial Officer

# Sample Only

Obligations will be considered to have been incurred by subrecipients on the basis of documentary evidence of binding commitments for the acquisition of goods or property or for the performance of work, except that funds for personal services, for services performed by public utilities, for travel, and for the rental of facilities shall be considered to have been obligated at the time such services were rendered, such travel was performed, and/or when facilities are used (see 34 CFR 76.707).

## 16. Participation of Private School Students and Staff in Federal Grants

Students and staff of nonpublic schools shall be given an opportunity for equitable participation in activities or services conducted by school districts using federal funds. Appropriate personnel must be aware of, and consult, program-specific guidelines discussed in the applicable program statute, regulations, and guidance documents.

## 17. Personnel Costs – Time Distribution

Charges to federal projects for personnel costs, whether treated as direct or indirect costs, are allowable to the extent that they satisfy the specific requirements of 2 CFR 200.430, and will be based on payrolls documented in accordance with generally accepted practices of the subrecipient and approved by a responsible official(s) of the subrecipient.

When employees work solely on a single federal award or cost objective, charges for their salaries and wages must be supported by personnel activity reports (PARs), which are periodic certifications (at least semi-annually) that the employees worked solely on that program for the period covered by the certification. These certifications must be signed by the employee or a supervisory official having firsthand knowledge of the work performed by the employee.

When employees work on multiple activities or cost objectives (e.g., more than one federal project, a federal project and a non-federal project, an indirect cost activity and a direct cost activity, two or more indirect activities which are allocated using different allocation bases, or an unallowable activity and a direct or indirect cost activity), the distribution of their salaries or wages will be supported by personnel activity reports or equivalent documents that meet the following standards:

- a) Reflect an after-the-fact distribution of the actual activity of each employee
- b) Account for the total activity for which each employee is compensated
- c) Prepared at least monthly and must coincide with one or more pay period
- d) Signed and dated by the employee

## 18. Project Effective Dates

For federal programs, funds shall be obligated no earlier than the date the project application was received by the NHDOE and determined to be in substantially approvable form or the effective date of the federal grant award, whichever is later.

All Project/Grant Award Notifications reflect the beginning and ending dates of the project period and the date for submission of the final expenditure report. All conditions stated in the award notification are considered binding on the subrecipient.

## 19. Protected Prayer in Public Elementary and Secondary Schools

As required in Section 9524 of the Elementary and Secondary Education Act (ESEA) of 1965, as amended by the No Child Left Behind Act of 2001, LEAs must certify annually that they have no policy that prevents or otherwise denies participation in constitutionally protected prayer in public elementary

and secondary schools.

# Sample Only

## 20. Purchasing

All subrecipients must have documented procurement policies and procedures that meet the minimum requirements of federal and state statutes, rules, and regulations. Under the Uniform Administrative Requirements, the procurement standards are located at 2 CFR 200.317 – 200.326.

## 22. Retention and Access to Records

Requirements related to retention and access to project/grant records, are determined by federal rules and regulations. Federal regulation 2 CFR 200.333, addresses the retention requirements for records that applies to all financial and programmatic records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal or Project award. If any litigation, claim, or audit is started before the expiration date of the retention period, the records must be maintained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

Access to records of the subrecipient and the expiration of the right of access is found at 2 CFR 200.336 (a) and (c), which states:

- a) Records of non-Federal entities. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives [including but not limited to the NHDOE] must have the right of access to any documents, papers, or other records of non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.
  
- c) Expiration of right of access. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

## 23. The Stevens Amendment

All federally funded projects must comply with the Stevens Amendment of the Department of Defense Appropriation Act, found in Section 8136, which provides:

*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 grantees receiving federal funds, including but not limited to state and local governments, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be funded by non-governmental sources.*

## 24. Transfer of Disciplinary Records

Title 20 USC 7197 requires that the State have a procedure to assure that a student's disciplinary records, with respect to suspensions and expulsions, are transferred by the project recipient to any public or private elementary or secondary school where the student is required or chooses to enroll. In New Hampshire, that assurance is statutory and found at RSA 193-D:8.

The relevant portions of the federal and state law appear below.

# Sample Only

- a) **Disciplinary Records** - In accordance with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232g), not later than 2 years after the date of enactment of this part, each State receiving Federal funds under this Act shall provide an assurance to the Secretary that the State has a procedure in place to facilitate the transfer of disciplinary records, with respect to a suspension or expulsion, by local educational agencies to any private or public elementary school or secondary school for any student who is enrolled or seeks, intends, or is instructed to enroll, on a full- or part-time basis, in the school.
- b) **193-D:8 Transfer Records; Notice** – All elementary and secondary educational institutions, including academies, private schools, and public schools, shall upon request of the parent, pupil, or former pupil, furnish a complete school record for the pupil transferring into a new school system. Such record shall include, but not be limited to, records relating to any incidents involving suspension or expulsion, or delinquent or criminal acts, or any incident reports in which the pupil was charged with any act of theft, destruction, or violence in a safe school zone.

## B. Definitions

- 1) **Audit finding** - *Audit finding* means deficiencies which the auditor is required by 2 CFR 200.516 Audit findings, paragraph (a) to report in the schedule of findings and questioned costs (2 CFR 200.5).
- 2) **Management decision** - *Management decision* means the evaluation by the Federal awarding agency or pass-through entity of the audit findings and corrective action plan and the issuance of a written decision to the auditee as to what corrective action is necessary (2 CFR 200.66).
- 3) **Obligations** - When used in connection with a non-Federal entity's utilization of funds under a Federal award, *obligations* means orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period (2 CFR 200.71).
- 4) **Pass-through entity** - *Pass-through entity* means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 CFR 200.74).
- 5) **Period of performance** - *Period of performance* means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award.
- 6) **Subaward** - *Subaward* means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. (2 CFR 200.92).
- 7) **Subrecipient** - *Subrecipient* means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency (2 CFR 200.93).

# Sample Only

## CERTIFICATION

**Instructions:** The Chief Administrator/Financial Officer or Consortium Chair **must** sign this certification **must** sign this certification page (and initial the remaining pages) as described below and return it to the NHDOE. **No payment for project/grant awards will be made by the NHDOE without a fully executed copy of this General Assurances, Requirements and Definitions for Participation in Federal Programs on file.** For further information, contact the NHDOE Bureau of Federal Compliance at (603) 271-2634.

---

### Certification:

I the undersigned acknowledge that [a] person is guilty of a violation of R.S.A. § 641:3 if [h]e or she makes a written or electronic false statement which he or she does not believe to be true, on or pursuant to a form bearing a notification authorized by law to the effect that false statements made therein are punishable; or (b) With a purpose to deceive a public servant in the performance of his or her official function, he or she: (1) Makes any written or electronic false statement which he or she does not believe to be true; or (2) Knowingly creates a false impression in a written application for any pecuniary or other benefit by omitting information necessary to prevent statements therein from being misleading; or (3) Submits or invites reliance on any writing which he or she knows to be lacking in authenticity; or (4) Submits or invites reliance on any sample, specimen, map, boundary mark, or other object which he or she knows to be false.

Accordingly, I, the undersigned official legally authorized to bind the named project recipients, hereby apply for participation in federally funded education programs on behalf of the project recipients named below. I certify, to the best of my knowledge, that the below project recipients will adhere to and comply with these General Assurances, Requirements and Definitions for Participation in Federal Programs (pages 1 through 16 inclusive).

RA Number: \_\_\_\_\_

\_\_\_\_\_  
Postsecondary College/Institution or Reporting Agency

---

New Hampshire Department of Education – FY20  
Page 15 of 16

Initials of Chief Administrator/: \_\_\_\_\_  
Financial Officer

# Sample Only

\_\_\_\_\_  
Typed Name of Chief Administrative/  
Financial Officer or Consortium Chair

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Contact email: \_\_\_\_\_

Please email or mail a copy of the entire document to:

Timothy Carney  
New Hampshire Department of Education  
Bureau of Federal Compliance  
101 Pleasant Street  
Concord, NH 03301

[Timothy.Carney@doe.nh.gov](mailto:Timothy.Carney@doe.nh.gov)