

**NEW HAMPSHIRE EMPLOYMENT SECURITY  
NHEP NEGOTIATED CONTRACT**

**I.**

Contract NO:	NHEP Contract <b>X</b>
NHEP Counselor/DO:	NHEP Contract Developer:
Is this a non-traditional occupation?      Yes <input type="checkbox"/> No <input type="checkbox"/>	

**COMPANY NAME and ADDRESS**

**AGENCY NAME and ADDRESS**

	New Hampshire Employment Security 32 So. Main Street Concord NH 03301 <b>ATTN:</b> Operations Unit
Telephone:	Telephone: 603-228-4051

☐ *Alternative W-9 form has been given to employer.*

\_\_\_\_\_  
**Employer Name**

\_\_\_\_\_  
Pam Szacik  
**Agency Contact Name**

\_\_\_\_\_  
**Employer Title**

\_\_\_\_\_  
Director of ESB & Operations  
**Agency Contact Title**

\_\_\_\_\_  
**Signature and Date Signed**

\_\_\_\_\_  
**Agency Signature and Date**

**II.**

This contract is entered into between **New Hampshire Employment Security** hereinafter called the Agency, and \_\_\_\_\_, hereinafter called the **Employer**.  
**(Company Name)**

The parties agree that the **Employer** shall employ **one (1)** employee and provide all the on-the-job training services. The **Employer's** intent is to provide the trainee with permanent employment at the completion of the contract. In consideration for services to be provided by the **Employer** for the **period beginning** \_\_\_\_\_ and **ending period** \_\_\_\_\_, the **Employer** will receive a total **fixed price in the amount of \$** \_\_\_\_\_, such amount to be paid pursuant to the terms and conditions set forth in this contract, which includes the attached General Provisions.

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**III.****PROGRAM COST TABLE**

Name and Social Security Number of Trainee/Employee	Occupation S.O.C. and SVP Range	# of Training Hours	Total # of Hours Employee will work per week	Hourly Training Cost	Total Amount of Reimbursement of Training
				\$	\$
		<b>Total:</b>			<b>Total: \$</b>

**IV.**

Provide Job Description:

## TRAINING OUTLINE

SKILLS TO BE LEARNED	Training Hours
<div style="position: absolute; bottom: 20px; right: 20px;">TOTAL</div>	

Note: Based upon your company job description, this portion of the OJT contract should be set-up in an itemized format and list number of hours for each skill to be learned.

## V. GENERAL PROVISIONS

The **Employer** assures the Agency the following:

1. The **Employer** is not in violation of any local, state or federal law.
2. The **Employer** is not under abnormal labor conditions such as strikes, lockout, or other similar conditions.
3. The **Employer** is not highly mobile or limited to minimal employee training.
4. No members of the **Employer** are now on lay off status or working involuntarily reduced hours.
5. The **Employer** has not moved from another area and left displaced workers.
6. OJT employees will be subject to the same working conditions as all other employees and will not be required or permitted to work or be trained under working conditions, which are unsanitary, hazardous, or dangerous to the participant's health and safety.
7. Wages paid the OJT employee are at the **Employer's** normal entry wage rate for the occupation for which they are being trained, provided this wage equals or exceeds applicable federal and state laws. OJT employees will receive the same fringe benefits as other employees in similar positions.
8. The **Employer's** hiring policies are in accordance with existing Federal and State Civil Rights legislation.
9. The placement of an OJT participant with your **Employer** will not displace any current employee or result in replacement of any employee previously laid off for lack of work.
10. No individual may be hired for an OJT position if a member of that person's family is engaged in an administrative capacity for that **Employer**.

## VI. REPORTING REQUIREMENTS

The **Employer** assures the Agency that:

1. OJT invoices shall be submitted on **the contract's monthly anniversary date**.
2. The Trainee evaluation form shall be completed and submitted with each invoice.

## **VII.**

Upon receipt of monthly invoice and trainee evaluation form, the **Employer** will be reimbursed on a monthly basis for the training cost.

## **VIII.**

The **Employer** agrees to maintain confidentiality of any information regarding the trainee(s) or their immediate families, which may be obtained through employee forms, interviews, test, reports or any other source.

The **Employer** agrees to provide to the State attendance reports, progress reports, grades, etc. The **Employer** further agrees that the State shall have access to and the right to examine directly pertinent books, documents, papers, and records of such training institution/**Employer** involving transactions related to this contract.

## **PROVISION FOR BREACH OF CONTRACT**

The **Employer** agrees that if it fails to faithfully keep and perform any of the terms, covenants and conditions under-taken herein, or any of the duties imposed upon it by this contract, the State shall be entitled to terminate the contract. The State shall give the **Employer** at least 7 days written notice, specifying the particulars wherein it is claimed that there has been a violation; and, if at the end of such time the **Employer** has not removed the cause of the complaint, or remedied the violations, then the termination of the contract shall be deemed complete. The State shall have the ability to treat such breach on the part of the **Employer** a termination of the contract, the State shall be entitled to maintain an action to recover damages arising out of such breach as well as to all other legal or equitable remedies to which it may be entitled.

If for any reason whatsoever either party should be unable to carry out their part of this contract, then the contract shall be void to either party, provided that each party agrees to reimburse the other for all obligations then accrued under authority of this contract.

# NEW HAMPSHIRE EMPLOYMENT SECURITY

## ON-THE-JOB TRAINING INVOICE

Invoice No. \_\_\_\_\_ Invoice Period from \_\_\_\_\_ to \_\_\_\_\_  
Contract No. \_\_\_\_\_ Employer \_\_\_\_\_  
Trainee \_\_\_\_\_ Street Address \_\_\_\_\_  
Occupation \_\_\_\_\_ City/State/ZIP \_\_\_\_\_  
D.O.T. Code \_\_\_\_\_

1. Number of hours worked this reporting period (1) \_\_\_\_\_
2. Wages paid by employer this reporting period (2) \$ \_\_\_\_\_
3. Reimbursement this report \_\_\_\_\_ X \$ \_\_\_\_\_ = (3) \$ \_\_\_\_\_  
(Hours worked) (OJT reimbursement rate)
4. Total hours in contract (4) \_\_\_\_\_  
(Hours)
5. Total hours worked all invoices (5) \_\_\_\_\_  
(Not to exceed line 4)
6. Total reimbursement contract dollars (6) \$ \_\_\_\_\_
7. Reimbursement to date including this invoice (7) \$ \_\_\_\_\_  
(Not to exceed line 6)

\_\_\_\_\_  
Authorized Signature, Employer

\_\_\_\_\_  
Authorized Signature, NHES

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

COMPLETE AND RETURN TO: NEW HAMPSHIRE EMPLOYMENT SECURITY  
ATTN: Operations Unit  
32 South Main Street  
Concord, New Hampshire 03301

Trainee work evaluation form must be completed and included with this form.

TRAINEE PERFORMANCE EVALUATION

Has the trainee's overall attendance and attitude been satisfactory?

\_\_\_\_\_YES

\_\_\_\_\_NO

Has the trainee's performance on the job been satisfactory?

\_\_\_\_\_YES

\_\_\_\_\_NO

If an answer of NO to either question, is the lack of progress severe enough to warrant dismissal?

COMMENTS:

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date