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STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
OFFICE OF WORKFORCE OPPORTUNITY

172 Pembroke Road Concord, New Hampshire 03301
Phone: 603-271-7275 www.nhworks.org

May 9, 2018

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

MAY 10 '18 PM 3:12 DAS

REQUESTED ACTION

Authorize the Department of Business and Economic Affairs ("DBEA"), Office of Workforce Opportunity ("OWO") to enter into a memorandum of understanding for services with the Community College System of New Hampshire (CCSNH), 26 College Drive, Concord, New Hampshire for the provision of staff to serve as the Sector Partnership Initiative (SPI) Project Director for a term beginning July 1, 2018 or upon Governor and Executive Council approval, whichever comes later, and terminating on June 30, 2019. Total payments under this agreement shall not exceed \$136,000.00. **Funding Source: 100% Federal Funds** (Workforce Innovation and Opportunity Act, Discretionary Funds)

Funds to support this request are available as follows:

	<u>FY 2019</u>
03-22-22-220510-14530000	
Office of Workforce Opportunity	
103-502664 Contracts for Program Services	\$136,000.00

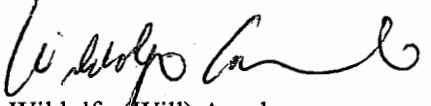
EXPLANATION

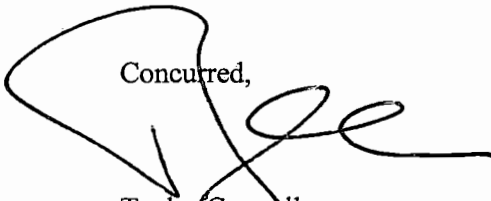
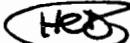
This request represents a continuation of the services provided by CCSNH under a grant funded contract with another entity, which shall expire on June 30, 2018. In December 2016, the State Workforce Innovation Board (SWIB) voted to set aside WIOA discretionary funding to support the SPI Project Director position consistent with the approved plan for SPI services through June 30, 2019, which included initial funding through the SPI grant with final year costs covered with WIOA discretionary funds.

The CCSNH SPI Project Director serves as the lead for the state level sector development team, acting as the primary link for communication and information sharing among businesses, workforce partners and the NH Works system. In addition, he works directly with the SPI Advisors and serves as the point person for Business and Economic Affairs, working closely with the business engagement staff within the Department of Economic Development (DED).

The proposed contract for services will be funded under the Workforce Innovation and Opportunity Act of 2014 that amends the Workforce Investment Act, P.L.105-220, 20 USC 9201 WIOA Discretionary funds (CFDA #s 17.258 & 17.278)

Respectfully submitted,


Wildolfo (Will) Arvelo,
Director of Economic Development

Concurred,

Taylor Caswell,
Commissioner


Memorandum of Understanding (MOU)

Between

New Hampshire Department of Business and Economic Affairs (BEA)
Concord, NH 03301

And

The Community College System of New Hampshire (CCSNH)
26 College Drive
Concord, NH 03301

Section I. Parties and Purpose

This cost reimbursement agreement for services between the Community College System of New Hampshire (CCSNH) and the Department of Business and Economic Affairs, Office of Workforce Opportunity (OWO) will be for a term beginning July 1, 2018 or upon Governor and Executive Council approval, whichever comes later, and terminating on June 30, 2019. Total payments under this agreement shall not exceed \$136,000 and shall be expended consistent with the terms outlined in this agreement.

These funds are made available by the State Workforce Innovation Board, through Workforce Innovation and Opportunity Act (WIOA) Discretionary funds administered by the Department of Business and Economic Affairs (DBEA) through the Office of Workforce Opportunity, and as approved at the State Innovation Board meeting on January 18, 2017 (CFDA 17.258 & 17.278) and subsequently approved by the Governor on March 23, 2017.

Funds authorized under this agreement are for the sole purpose of sustaining Sector Partnership services as directed by the Department of Business and Economic Affairs and shall not be used for any purpose other than those activities identified in this agreement and/or assigned by DBEA management.

Section II. Scope of Function and Responsibilities

CCSNH will continue to employ a Community College Sector Partnership Program Director to serve as the point person to work with the staff at the Department of Business and Economic Affairs (BEA)

The CCSNH Sector Partnership Program Director will serve as the lead for the state Sector Development Team, acting as the primary link for communication and information sharing among sector champions, sector advisors, and state partners.

The CCSNH Sector Partnership Program Director will regularly attend applicable meetings on the state and local level related to the ongoing development of sector initiatives and serve as a team facilitator as needed.

The CCSNH Sector Partnership Program Director will provide information needed for reporting on activities and outcomes required by the Sector Partnership, and regularly report (both written and oral) such information to the State Workforce Innovation Board, DBEA, and/or other key stakeholders.

The CCSNH Sector Partnership Program Director will continue to work with sector stakeholders to conduct extensive industry contacts, develop new training curricula/programs tailored to meet industry needs and work with workforce system partners to recruit talent to fill or backfill positions within sector industries.

Section III. Pricing and Payments

CCSNH agrees to provide BEA with the services indicated in Section II of this agreement with the limitations of this agreement as shown below.

1. For expenses related to the Sector Partnership Program from July 1, 2018 or upon Governor and Council approval, whichever comes later, through June 30, 2019, (CCSNH) shall be paid up to One Hundred Thirty-Six Thousand Dollars and 00/100 (\$136,000.00).
2. CCSNH shall not expend funds in addition or outside of the approved line-item budget without written consent from DBEA/OWO. Related expenses shall be limited to salary, fringe benefits, reimbursement for in-state and/or out of state travel costs. Additionally, supplies, outreach expenses, administrative expenses at the 10% De Minimis rate, will be allowed as per the budget outlined below.
3. All expenses shall be billed consistent with the policies and procedures in place for other employees of CCSNH. CCSNH shall be responsible for all other costs (e.g. audit fees, retirement costs, and/or benefits accrued outside of this MOU agreement)

Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. This amount is further delineated as follows:

Summary of Estimated Costs

Line Item cost	Administration	Program
Salary		\$ 77,503.00
Benefits		\$ 39,439.00
Travel		\$ 4,200.00
Supplies		\$ 400.00
Communications		\$ 0
Outreach		\$ 2,000.00
		\$ 123,542.00
CCSNH Admin 10%	\$ 12,354.20	\$
		\$ 135,896.20

1. Reimbursement for expenses incurred after June 30, 2019 shall not be accepted for payment.
2. CCSNH agrees that all financial reports shall at a minimum be itemized by administrative, program and expenses.
3. Upon presentation of an invoice for such services and related expenses, which shall be billed monthly and submitted electronically, the amount of the invoice shall be payable to CCSNH in accordance with the State 30 day minimum payment schedule.

Invoices shall be sent to: Office of Workforce Opportunity
 Attn: Jacqueline Heuser
 172 Pembroke Rd
 Concord, NH 03301
Jacqueline.Heuser@livefree.nh.org

Payment shall be made to: Community College System of NH
 Attn: Charles Ansell
 26 College Drive
 Concord, NH 03301
cansell@ccsnh.edu

4. Invoices shall be signed by an authorized representative of CCSNH.
5. Supporting documentation, as mutually agreed to by CCSNH and DBEA, shall be attached to the invoice to allow OWO to comprehend and track the origins of the amount invoiced.
6. Payments may be withheld pending receipt of required deliverables/reports as defined in Section II of this agreement.

7. CCSNH use of funds in this contract must be in accordance with the Workforce Innovation Opportunity Act (WIOA) program assurances. See Section IV Special Conditions.
8. CCSNH shall maintain sufficient documentation including detailed timesheets on file in their offices to support invoices, and make such documentation available for review by authorized BEA, federal staff and/or its auditors.
9. DBEA/OWO reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.
10. CCSNH is prohibited from using federal funds awarded under this contract for the following items and/or activities: automobiles; lobbying; real property and improvements; cost of interest payments; membership dues; professional license; annual professional dues or fees; finance charges, late fees or penalties; and depreciation charges. This is not intended to be an all-inclusive list, CCSNH must review any proposed cost outside of the approved line item budget with DBEA/OWO for approval.

Section IV. Special Conditions

As a condition of this MOU CCSNH agrees to the following:

- CCSNH staff funded through this agreement must agree to maintain WIOA participation confidentiality and equal opportunity federal requirements to the extent that he/she has direct contact with WIOA eligible customers in the course of carrying out the responsibilities outlined in this MOU.
- Funds from this MOU, or the products developed with funds from this MOU with similar deliverables shall not be used to supplant, supplement or otherwise offset costs for other similar federal contracts held by CCSNH.
- Intellectual Property Clause – this agreement is 100% federally funded therefore, "The Federal government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for Federal purposes: i) the copyright in all products developed under the grant, including a sub-grant or contract under the grant or sub-grant, and ii) rights of copyright to which the grantee, sub-grantee or a contractor purchases ownership under an award (including, but not limited to, curricula, training models, technical assistance products, and any related materials). Such uses include, but are

not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise.

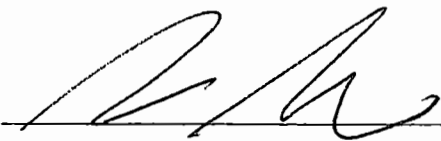
- If applicable, the following language needs to be included on all products developed, in whole or in part, with grant funds in accordance with the State WIOA Annual Financial Agreement:

"This workforce product was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. This product was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner.

- **Completion of Services:** CCSNH will be legally obligated to turn over complete data files in the specified electronic format, as well as hard copy materials, to DBEA at the time that CCSNH ceases to operate the program/project funded through this agreement.
- **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the agreement shall include the following statement: The preparation of this (report, document etc.) was financed under an agreement with the Department of Business & Economic Affairs, with funds provided by the United States Department of Labor.
- **Veterans' Priority Provisions:** The Contractor agrees to comply with the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215), as implemented by the Final Rule published on December 19, 2008 at 73 Fed. Reg. 78132. The JVA provides priority of service to veterans and spouses of eligible veterans for the receipt of employment, training, and placement services. Agreement by a program operator to implement priority of service is a condition of receipt of DOL funds.
- **Buy American Notice Requirement:** To the greatest extent practicable, and the extent to which purchases are allowable in this agreement, CCSNH agrees to purchase American made equipment and products. (See WIOA Section 505-Buy American Requirements).
- **Salary and Bonus Limitations:** In compliance with Pub. L. 111-117 (Division D, sec. 107), none of the funds made available under this agreement shall be used by CCSNH to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II.

Community College System
of New Hampshire

NH Department of Business &
Economic Affairs



Ross Gittell,
Chancellor CCSNH

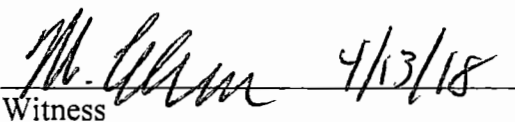
Date 4/10/18



Taylor Caswell,
DBEA Commissioner

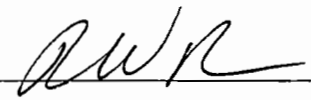
Date




Witness 4/13/18


Witness

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

Date:  By: 5/7/18

Approved by the Governor and Executive Council

Date: _____