

JOR  
173

May 20, 2019

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

**REQUESTED ACTION**

Authorize Business and Economic Affairs, Office of Workforce Opportunity to modify a **SOLE SOURCE** Memorandum of Understanding (MOU) with the Community College System of New Hampshire (CCSNH) (VC #216952), 26 College Drive, Concord, NH to extend the original MOU end date from June 30, 2019 to September 30, 2019. The extended contract period allows for the continuation of WorkReady activities through the summer months supported with remaining MOU funds. No additional funds are being requested. **100% Other Funds – Transfer from Other Agency.**

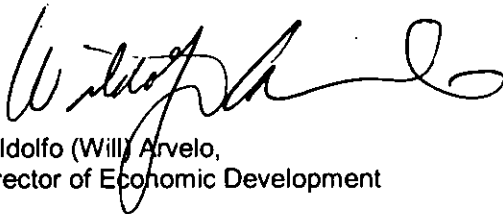
**EXPLANATION**

The MOU between CCSNH and BEA for the provision of work readiness services statewide will expire on June 30, 2019. It is uncertain at this time, which state entity will administer the Job Training Fund (JTF) after July 1, 2019, and/or to what extent the JTF will continue to fund work readiness activities at the CCSNH.

This three-month extension of services, supported by funds previously appropriated for this purpose and remaining in the MOU after June 30, 2019, provides for the continuation of services with minimal disruption, and allows CCSNH time to transition participants and program services in accordance with future directives.

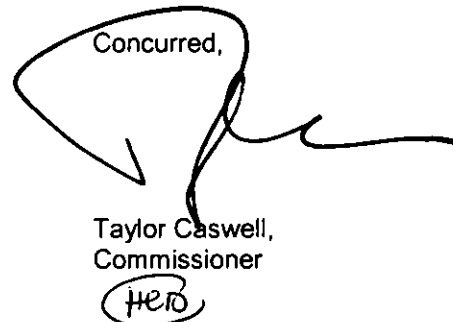
The Attorney General's Office has approved this contract amendment as to form, substance and execution.

Respectfully submitted,



Wildolfo (Will) Arvelo,  
Director of Economic Development

Concurred,



Taylor Caswell,  
Commissioner  
*(HERO)*

**AMENDMENT OF AN MOU WITH RESPECT TO  
THE DELIVERY OF WORKREADY SERVICES FUNDED BY THE JOB TRAINING GRANT**


Business and Economic Affairs, Office of Workforce Opportunity and the Community College System of New Hampshire (CCSNH), hereby mutually agree to amend their MOU (#1057731) for the delivery of work readiness services. Originally, approved by the Governor and Executive Council on April 8, 2015 (Item #47) with a completion date of June 30, 2019 and subsequently modified effective February 6, 2019 (Item #32) to increase funding to a new total of \$3,680,000.00 with a completion date of June 30, 2019. 100% Other Funds – Job Training Program.

This modification to the MOU accomplishes the following:

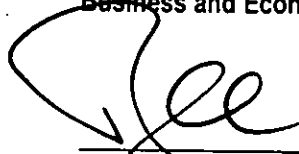
1. Changes the original MOU end date from June 30, 2019 to September 30, 2019.
2. Allows the CCSNH to invoice for services between June 30, 2019 and September 30, 2019 using funds remaining in the current MOU after June 30, 2019, not to exceed the original annual approved amount of \$980,000.00
3. All other terms and conditions of this contract shall remain the same in full force and effect as originally set forth; and
4. This amendment is subject to approval by the Commissioner of the Department of Business and Economic Affairs, the NH Attorney General and the Governor and Executive Council.

**Community College System of New Hampshire**


**Business and Economic Affairs**


  
\_\_\_\_\_  
Ross Gittell  
Chancellor CCSNH

Date: 5/23/19

  
\_\_\_\_\_  
Taylor Caswell,  
Commissioner BEA

Date

  
\_\_\_\_\_  
Witness  
commission expires  
8/8/2023

  
\_\_\_\_\_  
Witness

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

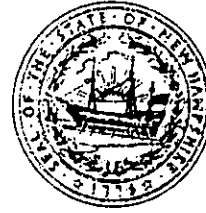
Date: 6/3/2019

By: 

Approved by the Governor and Council

Date: \_\_\_\_\_

Item # \_\_\_\_\_



January 15, 2019

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

Authorize Business and Economic Affairs, Office of Workforce Opportunity to modify a **Sole Source** Memorandum of Understanding (MOU) with the Community College System of New Hampshire (CCSNH) (VC #216952), 26 College Drive, Concord, NH for the provision of work ready services, which was approved by the Governor and Executive Council on April 8, 2015 (Item #47), with a completion date of June 30, 2019. This amendment increases the contract amount by \$80,000 from an original amount of \$3,600,000.00 to a new total contract award of \$3,680,000.00 for the purpose of supporting the development of activities specific to Licensed Practice Nursing (LPN) workforce development. **100% Other Funds – Job Training Program.**

Funding is available in account titled, Job Training Program as follows

**03-22-22-220510-14540000**

Office of Workforce Opportunity

**102-500731 Contracts for Program Services****FY 2019****\$80,000.00****EXPLANATION**

This amendment, to an existing MOU, which is effective between July 1, 2015 through June 30, 2019, adds \$80,000.00 in Job Training Funds to support the development of Licensed Practical Nurse (LPN) training to support employment opportunities within the Health Care Sector. The Community College System of New Hampshire is the lead entity for reinstating an LPN program in response to industry needs.

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

Respectfully submitted,

Wildolfo (Will) Arvelo,  
Director of Economic Development

Concurred,

Taylor Caswell,  
Commissioner

**AMENDMENT OF AN MOU WITH RESPECT TO  
THE DELIVERY OF WORKREADY SERVICES FUNDED BY THE JOB TRAINING GRANT**

Business and Economic Affairs, Office of Workforce Opportunity and the Community College System of New Hampshire (CCSNH), hereby mutually agree to amend their MOU (1057181) for the delivery of work readiness services, approved by the Governor and Executive Council on April 8, 2015 (Item #37) with a completion date of June 30, 2019. 100% Other Funds – Job Training Program.

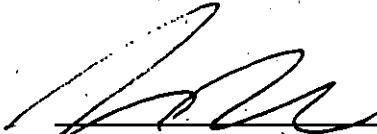
This amendment of the existing agreement is for the sole purpose of increasing the MOU award from \$3,600,000 to \$3,680,000 to allow for the provision of activities in the development of a Licensed Practical Nursing (LPN) program to support workforce development efforts in the medical sector. The State's Sector Partners, CCSNH management and leaders in the medical industry, working together identified an unmet need for a training program to prepare workers for LPN occupations to fill new job opportunities. Specifically, funds shall be used to support a program director position and associated costs through June 30, 2019.


This modification of contract accomplishes the following:


1. Increases the original grant award by \$80,000.00 for a total grant amount of \$3,680,000.00.
2. All other terms and conditions of this contract shall remain the same in full force and effect as originally set forth; and
3. This amendment is subject to approval by the Commissioner of the Department of Business and Economic Affairs, the NH Attorney General and the Governor and Executive Council.

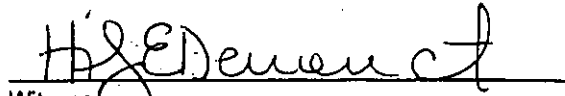
Community College System of New Hampshire

Business and Economic Affairs

  
 Ross Gittell  
 Chancellor CCSNH  
 Date 1/9/19

  
 Taylor Caswell,  
 Commissioner BEA  
 Date 1/14/19

  
 Witness JUSTICE OF PEACE  
 My commission expires 2/25/2020

  
 Witness

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

Date: 1/17/2019 By: 

Approved by the Governor and Council

Date: 2/6/2019 Item # 32

**Corporate Resolution**

I, Jeanne Herrick, hereby certify that I am duly appointed Legal Counsel of  
(Name) (Officer Title)

Community College System of NH. I hereby certify the following is a true copy of a vote taken at  
(Name of Corporation or LLC)

a meeting of the Board of Directors/shareholders, duly called and held on December 12, 2011  
at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That Ross Gittell, Chancellor (may list more than one person) is  
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

Community College System of New Hampshire with the State of New Hampshire and any of  
(Name of Corporation or LLC)

its agencies or departments and further is authorized to execute any documents 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:** 9 Jan. 2019

**ATTEST:** Jeanne P. Herrick  
(Name and Title)  
Jeanne P. Herrick  
Legal Counsel

# 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 THE COMMUNITY COLLEGE SYSTEM OF NEW HAMPSHIRE a New Hampshire State Chartered (Legislative) formed to transact business in New Hampshire on July 17, 2007. I further certify that it has paid the fees required by law and has not dissolved.

Business ID: 591327

Certificate Number: 0004371620



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 9th day of January A.D. 2019.

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

William M. Gardner  
Secretary of State

ACORD™

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
1/07/2019

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 855 874-0123		FAX (A/C, No):
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Community College System of NH 26 College Drive Concord, NH 03301-7407	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A : Citizens Insurance Co. of America		31534
	INSURER B : Hanover Insurance Company		22292
	INSURER C : NH Employers Insurance Company		13083
	INSURER D : Lloyd's of London		85202
	INSURER E : Massachusetts Bay Insurance Co.		22306
INSURER F :			

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR 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.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X X	ZBV918860108	07/01/2018	07/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/PO/ AGG \$3,000,000
E	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		ADV918859707	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: <input checked="" type="checkbox"/> RETENTION \$0		UHV918860408	07/01/2018	07/01/2019	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	ECC60040002872018A 3A States: NH	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
D	<b>Student Professional</b>		MEO145780118	07/01/2018	07/01/2019	\$1,000,000 Ea. Claim \$3,000,000 Aggregate \$2,500 Ded. Each Claim

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Additional Insured Status by Contract, Agreement or Permit per Form 421-2915(12/14)  
 \*\*Supplemental Names\*\*  
 Great Bay Community College  
 Lakes Region Community College  
 Manchester Community College  
 (See Attached Descriptions)

<b>CERTIFICATE HOLDER</b>  Department of Business and Economic Affairs/ Office of Workforce 1 Eagle Square Concord, NH 03301	<b>CANCELLATION</b>  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  
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~~Line 1~~

**MODIFICATION OF NH JOB TRAINING FUND  
AGREEMENT 2018-0028**

The Department of Business and Economic Affairs, Office of Workforce Opportunity and The Keeney Manufacturing Company, Inc. (Contract #1059245) 75 Plumb Pak Dive, Winchester NH 03470 (VC #219633) hereby mutually agree to amend the NH Job Training Fund Agreement, which was originally approved on November 1, 2017 with a completion date of January 31, 2019. This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

1. This contract amendment is for the sole purpose to extend the original contract end date by six months, from January 31, 2019 to July 31, 2019, to allow for the completion of planned training. Payments under this agreement shall not exceed the \$24,000.00 as approved in the original contract agreement.
2. All other terms and conditions of this agreement shall remain the same in full force and effect as originally set forth; and
3. This amendment was recommended by the Office of Workforce Opportunity.

H. E. Demerut  
Witness

[Signature]  
Taylor Caswell, Commissioner

01/14/19  
Date

[Signature]  
Witness

[Signature]  
Joseph "Jody" Pierce, Treasurer/CFO

1/11/19  
Date

notary: Mary Ellen Skowronski  
Comm. expires - 02-28-21

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year above written.

Approved as to form, substance and execution:

[Signature]  
Sr. Asst. Attorney General

1/16/2019  
Date





STATE OF NEW HAMPSHIRE  
 DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
 OFFICE OF THE COMMISSIONER

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

G+C # 47  
 4/8/15

February 23, 2015

Her Excellency, Governor Margaret Wood Hassan  
 and the Honorable Executive Council  
 State House  
 Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Resource and Economic Development, Office of Workforce Opportunity to enter into a Sole Source Memorandum of Understanding (MOU) with the Community College System of New Hampshire (CCSNH) (VC #216952), 26 College Drive, Concord, NH in an amount not to exceed \$3,600,000 for the implementation and delivery of a Job Readiness Certificate program for unemployed NH citizens; upon Governor and Council approval, effective July 1, 2015 through June 30, 2019. The initial MOU was approved by Governor and Council on May 25, 2011 (Item #42), which was modified effective April 3, 2013 (Item#52) to extend the MOU date through June 30, 2013. The current MOU, which expires on June 30, 2015, was approved on June 6, 2013 (Item #122). **100% Other Funds – Job Training Program.**

Funding is available in account titled, Job Training Program, as follows and pending State budget approval for fiscal years 2016-2019.

	<u>FY 16</u>	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>
03-35-35-350510-54200000-102-500731 Contract for Program Services	\$900,000	\$900,000	\$900,000	\$900,000

**EXPLANATION**

This is a Sole Source MOU between two state entities for the purpose of delivering a Job Readiness Certificate program to address the under-preparedness of unemployed individuals and others who are seeking to enter the NH labor market. This is a continuation of the program developed by CCSNH in consultation with state partners to address work readiness issues. Consistent with the mission of CCSNH to better prepare citizens for work, CCSNH is best suited to develop and deliver a program designed to address basic work related deficiencies. The project piloted at four Community Colleges: White Mountain Community College (Berlin); Great Bay Community College (Portsmouth); Manchester Community College; and River Valley Community College (Claremont) has a proven record of successfully delivering services that improve basic skills in math, reading, communication and workplace behaviors. The Community Colleges working collaboratively with local NH Works American Job Centers provides these services to workers seeking employment services.

The project originally developed in response to New Hampshire business owners concerned that entry-level workers and other new hires often do not possess the basic skills needed to perform successfully in the workplace, provides assessment, instruction and credentialing in key areas identified by employers as essential to workplace success. The training program is available at no cost to unemployed job seekers, offering skills-training and two nationally recognized work-readiness credentials (the National Career Readiness Certificate from ACT and the WorkReadyNH Certificate from the Community College. Moving forward the goal is to be able to offer WorkReadyNH at the seven community colleges.

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

Respectfully submitted,

Jeffrey J. Rose  
 Commissioner

## Memorandum of Understanding (MOU)

Between

New Hampshire Department of Resources & Economic Development (DRED)  
Concord, NH 03301

And

The Community College System of NH (CCSNH)

26 College Drive  
Concord, NH 03301

### Section I. Parties and Purpose

The New Hampshire Department of Resources and Economic Development (DRED), agrees to contract with the Community College System of New Hampshire (CCSNH) for the delivery of a Job Readiness Certificate (WorkReadyNH) program to address the under-preparedness of New Hampshire residents who are seeking to enter or advance in the NH labor market. The CCSNH will operate a program that addresses basic skills in math, reading, communication, and workplace behaviors. CCSNH colleges will work collaboratively with local NH Works (one-stop) offices and other appropriate social services agencies to identify likely candidates for the program. The effective date of this MOU is July 1, 2015 or upon Governor and Executive Council approval, whichever is the latest, through June 30, 2019.

Funding for this initiative is contingent upon the continued availability of sufficient Job Training funds. DRED will reimburse CCSNH for costs associated with the delivery of the services specified in this MOU not to exceed \$ 900,000 for each year during which this MOU is in effect. CCSNH will work with staff from DRED/OWO to ensure that CCSNH meets the reporting requirements of DRED/OWO.

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

### Section II. Scope of Function and Responsibilities

#### CCSNH Agrees to:

1. Provide a comprehensive work readiness program focusing on addressing gaps in worker readiness in the areas of math, reading, and problem solving, as well as workplace behaviors: self-discipline, teamwork, communication, and professional behavior.
2. Offer the program at no less than four sites, with preference given to the original four colleges i.e., White Mountains Community College; River Valley

Community College, Great Bay Community College, and Manchester Community College, with the option to expand services to other sites as determined appropriate by CCSNH and approved by the DRED/OWO.

3. Purchase the equipment, software, furniture, etc. necessary to adequately maintain classrooms/a lab facility at each site.
4. Use as the basis of the program a portable, evidence-based credential that measures essential workplace skills and is a reliable predictor of workplace success, such as the National Career Readiness Certificate issued by ACT. Issue a CCSNH certificate credential to successful completers of the CCSNH Workplace Behaviors curriculum.
7. Hire curriculum developers and faculty to teach the Workplace Behaviors curriculum.
8. Hire and maintain an adequate level of staff to ensure continuity of services.
9. Hire a state-wide coordinator to act as liaison between the colleges and businesses, state agencies and other stakeholders.
10. Market the program both locally and state-wide; all outreach and marketing activities shall acknowledge NH Works sponsorship.
11. Conduct annual customer satisfaction surveys and share results with DRED/OWO quarterly.
12. Compile an annual report whose elements would be designed by the Office of Workforce Opportunity (OWO) and submit the report to the OWO by no later than May 31st of each program year. [This report shall be included in the required comprehensive Job Training Fund annual report to the NH Legislature.]
13. Offer the program at no cost to New Hampshire residents, 18 years of age or older unless otherwise approved by DRED/OWO.
14. Collaborate with NH Works staff and appropriate local social services agencies to identify potential participants for the program.
15. Recruit and enroll sufficient numbers of individuals consistent with the agreed to enrollment plan for each program year.

DRED agrees to:

1. Fund the program for four cycles (July 1, 2015 - June 30, 2019) at a cost not to exceed \$900,000 per cycle, contingent upon the ongoing availability of NH Job Training Funds dedicated for this purpose.
2. Facilitate the referral of clients to the CCSNH through NH Works and other appropriate social services agencies.

3. Assist CCSNH in the ongoing development and evaluation of the WorkReadyNH program.

4. Provide a contract (MOU) manager through the Office of Workforce Opportunity.

**Both Parties Jointly Agree to:**

1. Collaborate and update the Inter-Agency Director Group (IDG) that will provide input and advice as the program evolves, and act as advocates for the program both state-wide and locally.
2. Work as a partner with the Governor's Office in the development, dissemination, publicizing, and evaluation of the program.
3. Modify program deliverable to adapt to new or changing demands and/or target populations as needed and/or necessary.

**Section III Pricing / Payments**

CCSNH agrees to provide DRED with the services indicated in Section II of this MOU within the limitations of this MOU as shown below. Services to be provided are based on estimated costs (see budget in Section IV) associated with the services specified in this MOU and consistent with the line budget negotiated by both parties annually to reflect and align with actual costs associated with providing the services outlined in Section II - Scope of Functions and Accountabilities. The conditions and responsibilities outlined in this MOU are further subject to the availability of resources. Any party may, after thirty (30) days written notification, suspend this MOU if funds become unavailable to carry out this MOU, if the DRED is no longer willing to carry out the MOU, or if CCSNH is no longer willing or able to provide services for the program outlined herein. Upon termination, all allowable expenses incurred and paid by CCSNH prior to the termination date will be reimbursed.

**Total MOU not to exceed: \$ 3,600,000**

**FY 2016 expenses not to exceed: \$ 900,000**

**FY 2017 expenses not to exceed: \$ 900,000**

**FY 2018 expenses not to exceed: \$ 900,000**

**FY2019 expenses not to exceed: \$ 900,000**

For services performed between July 1, 2015 and June 30, 2019, CCSNH shall be paid on a cost reimbursement basis based on monthly invoices of actual cost, not to exceed Nine Hundred Thousand Dollars (\$900,000) for each program year covered under this MOU.

Upon presentation of any invoice for such services and related expenses, which shall be billed monthly, the amount of the invoice shall be immediately due and payable to CCSNH.

Invoices shall be sent to:  
NH DRED  
Office of Workforce Opportunity  
Attn: Julianne Pelletier  
172 Pembroke Rd.  
Concord, NH 03301

Payment shall be made to:  
Community College System of NH  
Attn: Kristyn Van Ostern  
26 College Drive  
Concord, NH 03301

### Section IV. Approved Line Item Budget

The attached budget is approved for the first year of this MOU; line-item budgets for subsequent years will be negotiated by no later than June 30<sup>th</sup> of each program year covered under this MOU agreement.

CCSNH shall expend funds made available through this MOU consistent with the line-item limits in the Approved Line Item Budget, with the flexibility to adjust costs within 20% between line item categories, with the exception of salary, benefits and staff training costs. Adjustments to the salary, benefit and staff training costs must be approved prior to and in writing by the OWO.

### Section V. Recruitment Plan

CCSNH agrees to recruit and enroll 750 new program participants for each program year with assistance from NH Works partners. It is understood that this is a goal established by the parties to this MOU for the purpose of ensuring cost reasonableness and return on investment.

Program services are limited to individuals 18 years of age or older, unless otherwise approved by OWO/IDG/Governor's staff.

Program enrollments shall be monitored by the IDG on a quarterly basis.

All partners to the NH Works system agree to actively assist CCSNH in recruiting for the program as needed.

### Section VI. Other Provisions

1. CCSNH and DRED will each designate a primary contact person for communication purposes. All communications, both written and verbal, will be channeled through these designees.

2. This MOU may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
3. The parties hereto do not intend to benefit any third parties and this MOU shall not be construed to confer any such benefit.
4. CCSNH may self-insure and / or at its option purchase any insurance it considers appropriate as part of the operating budget of this project.
5. DRED shall be responsible for all claims, suits, damages, judgments, recoveries, settlements, or other liabilities incurred as a result of performance or failure to perform under this MOU arising out of the negligent or intentional actions of its officials, employees, subcontractors, and/or agents.

CCSNH shall be responsible for all claims, suits, damages, judgments, recoveries, settlements, or other liabilities incurred as a result of performance or failure to perform under this MOU arising out of the negligent or intentional actions of its officials, employees, subcontractors, and/or agents. DRED reserves all rights and defenses under the doctrine of sovereign immunity, which immunity is not waived. This covenant shall survive the termination of this MOU.

6. In the event of an early termination of this MOU for any reason other than the completion of the Services, CCSNH shall deliver to DRED, not later than forty-five (45) days after the date of termination, an invoice for services rendered which shall be paid by DRED within the standard state reimbursement timeframe for payment.
7. In connection with the performance of the Services, CCSNH shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon CCSNH, including, but not limited to civil rights and equal opportunity laws.
8. The Contracting Officer specified on the signature page, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this MOU, both parties agree to negotiate in good faith to resolve it, and failing resolution, the Contracting Officer's shall seek final resolution through the Attorney General's office.
9. 9.1 Any one or more of the following acts or omissions of DRED or CCSNH shall constitute an event of default hereunder ("Events of Default"):
  - 9.1.1 failure to pay timely; or
  - 9.1.2 failure to submit any report required hereunder; or
  - 9.1.3 failure to perform any other covenant or condition of this MOU.
- 9.2 Upon the occurrence of any Event of Default, the non-defaulting party may take any one, or more, or all, of the following actions:

9.2.1 give the defaulting party 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 remedied, terminate this MOU, effective two (2) days after giving notice of termination; and

9.2.2 give the defaulting party written notice specifying the Event of Default and suspend all services under this MOU until such time as the Event of Default has been cured; and

9.2.3 set off against any other obligations owed to the defaulting party any damages suffered by reason of any Event of Default; and

9.2.4 treat the MOU as breached and pursue any of its remedies at law or in equity, or both.

10. This MOU may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

11. To facilitate the performance of this MOU, the following positions are designated as liaisons between DRED and CCSNH:

a. For DRED: Jacqueline Heuser  
Director, Office of Workforce Opportunity

172 Pembroke Rd.  
Concord, NH 03302

b. For CCSNH: Beth Doiron  
Director of DoE and College Access Programs, CCSNH

26 College Drive  
Concord, NH 03301

12. Neither party shall be liable for delays caused by fire, accident, labor dispute, war, insurrection, riot, act of government, act of God, or any other cause reasonably beyond its control; but each party shall use all reasonable efforts to minimize the extent of any such delay.

13. Neither party may assign its rights or delegate its obligations hereunder without the prior written consent of the other party, which consent will not be unreasonably withheld, provided that CCSNH may assign its rights to receive monies due and becoming due.

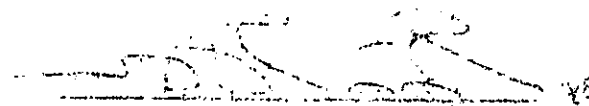
14. Neither party shall be deemed to have waived any right hereunder unless such waiver is in writing and executed by a duly authorized officer of the waiving party. No waiver by either party of any right hereunder shall constitute a waiver of any right on any other occasion.

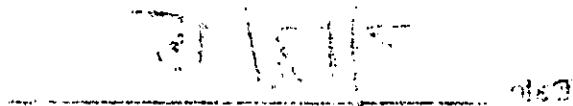
15. The invalidity or unenforceability, in whole or in part, of any provision, term or condition hereof shall not affect the validity or enforceability of the remainder of such provision, term or condition or of any other provision, term or condition.

16. This MOU shall be construed in accordance with the laws of the State of New Hampshire and is binding upon and inures to the benefits of the parties and their respective successors and assigns.

17. Captions of the sections of this MOU are for reference purposes only and do not constitute terms or conditions hereof. The parties acknowledge that they have thoroughly reviewed this MOU and bargained over its terms. Accordingly, neither party shall be considered responsible for the preparation of this MOU, which shall be deemed to have been prepared jointly by both parties. The provisions of the MOU allocate the risks between the parties. The terms and conditions included herein reflect this allocation of risk, and each provision herein is part of the bargained-for consideration of this MOU.

18. The General Provisions of this MOU as written constitute the entire MOU between DRED and CCSNH, and supersedes all prior MOUs and understandings







New Hampshire Department of Resources and Economic Development

*[Faint mirrored text from reverse side of page]*

Jeffrey J. Rose  
Commissioner

Date

3/3/15

Community College System of New Hampshire

*[Faint mirrored text from reverse side of page]*

Ross Gittell  
Chancellor

Date

2/25/15

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

Date: 3/17/15

By: *[Signature]*

Approved by the Governor and Council

Date: \_\_\_\_\_

Item #: \_\_\_\_\_

# Community College System of NH-WRNH Budget - FY16

<b>FT Personnel</b>	\$349,000.00
<b>PT Personnel</b>	\$27,000.00
<b>Benefits</b>	244,000.00
<b>Supplies</b>	\$15,000
<b>Credentialing Licenses</b>	\$10,000
<b>Assessment Tests</b>	\$15,000
<b>Marketing</b>	\$21,500
<b>Instruction Delivery</b>	\$133,000
<b>In-State Travel</b>	\$11,188.07
<b>Equipment</b>	\$0
<b>Sub-Total</b>	\$825,688
<b>Indirect Costs</b>	\$74,311.93
 <b>Grand Total</b>	 \$900,000.00

<b>SubTotal</b>	\$825,688.07
<b>Minus Equipment</b>	\$825,688.07
<b>Indirect Costs</b>	\$74,311.93

<b>Grant Award</b>	\$900,000	\$900,000
<b>Budget Total</b>	\$0.00	\$0.00
<b>Difference</b>	\$900,000.00	\$900,000.00

**Corporate Resolution**

I, Marie Mills, herby certify that I am the duly elected Clerk/Secretary  
(Name)  
Of the Community College System of NH. I hereby certify the following is a true copy of a vote taken at  
(Name of Corporation)  
a meeting of the Board of Directors/shareholders, duly called and held on December 12, 2011 at which a  
quorum of the Directors/Shareholders were present and voting.

VOTED: That Dr. Ross Gittell, Chancellor is duly authorized to enter into contracts or agreements  
on behalf of the Community College System of NH with the State of New Hampshire and any of  
its agencies or departments and further is authorized to execute any documents 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: 2/24/15

ATTEST: Marie Anne Mills  
(Name & Title) Assistant to Chancellor  
Board Liaison

State of New Hampshire

County of Merrimack

Subscribed and sworn to (or affirmed) before me this 24 day of February 2015 by

Marie Anne Mills  
Name of Clerk/Secretary

Beverly Adams  
Notary Public or Justice of the Peace

(Seal)

My commission expires BEVERLY ADAMS, Notary Public  
My Commission Expires September 18, 2018

Client#: 632687

COMMUCOL2

**ACORD CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

9/02/2014

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).

<b>PRODUCER</b> USI Insurance Services LLC 5 Bedford Farms Drive, Ste 200 Bedford, NH 03110 603 625-1100	<b>CONTACT NAME:</b> PHONE (A/C, No. Ext): 603 625-1100 FAX No:
	E-MAIL ADDRESS:
<b>INSURED</b> Community College System of NH 26 Collega Drive Concord, NH 03301-7407	<b>INSURER(S) AFFORDING COVERAGE</b>
	INSURER A: Hanover Insurance Company      NAIC # 22292
	INSURER B: NH Employers Insurance Company      13083
	INSURER C:
	INSURER D:
	INSURER E:

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR 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.

CLASS	TYPE OF INSURANCE	ADDL SUBS (R/R, W/V)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		ZBV918860104	07/01/2014	07/01/2015	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$15,000
						PERSONAL & ADV INJURY \$1,000,000
						GENERAL AGGREGATE \$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMPROP AGG \$3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY		ABV918859703	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (EA ACCIDENT) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	UHV918860404	07/01/2014	07/01/2015	EACH OCCURRENCE \$15,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$15,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		ECC60040002872014A	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$500,000
A	Leased/Rented Equipment		ZBV918860104	07/01/2014	07/01/2015	E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

\*\*Supplemental Names\*\* This certificate is issued for insured operations usual to a college.  
 Great Bay Community College  
 Lakes Region Community College  
 Manchester Community College  
 Nashua Community College  
 (See Attached Descriptions)

<b>CERTIFICATE HOLDER</b> DRED 172 Pembroke Road Concord, NH 03301	<b>CANCELLATION</b> 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 <i>E. Smith</i>
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# *State of New Hampshire*

## Office of Secretary of State

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE COMMUNITY COLLEGE SYSTEM OF NEW HAMPSHIRE was established, and made a body corporate and politic under the laws of 2011, Chapter 35.

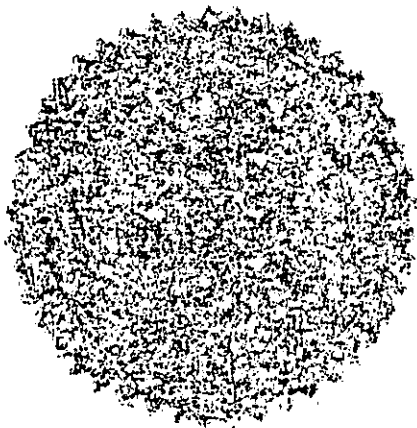


*In Testimony Whereof*, I hereto set my  
hand at Concord, this 2<sup>nd</sup> day of  
September, 2014

A handwritten signature in black ink, appearing to read "W. M. Gardner".

---

*William M. Gardner*  
*Secretary of State*



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100 SOUTH BROADWAY, LOS ANGELES, CALIF.

UNIVERSITY OF CALIFORNIA

UNIVERSITY OF CALIFORNIA



# State of New Hampshire

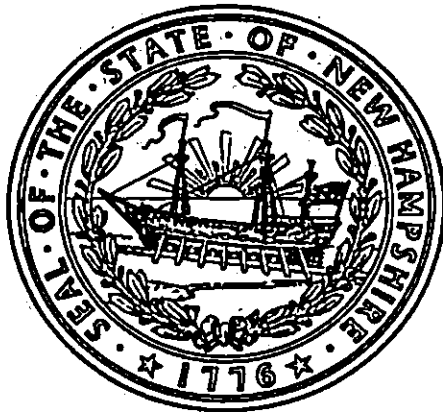
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE COMMUNITY COLLEGE SYSTEM OF NEW HAMPSHIRE a New Hampshire State Chartered (Legislative) formed to transact business in New Hampshire on July 17, 2007. I further certify that it has paid the fees required by law and has not dissolved.

Business ID: 591327

Certificate Number: 0004371620



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 9th day of January A.D. 2019.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/07/2019

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 855 874-0123		FAX (A/C, No):
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Community College System of NH 26 College Drive Concord, NH 03301-7407	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A : Citizens Insurance Co. of America		31534
	INSURER B : Hanover Insurance Company		22292
	INSURER C : NH Employers Insurance Company		13083
	INSURER D : Lloyd's of London		85202
	INSURER E : Massachusetts Bay Insurance Co.		22306
<b>INSURER F :</b>		NAIC #	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR 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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X X	ZBV918860108	07/01/2018	07/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		ADV918859707	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0		UHV918860408	07/01/2018	07/01/2019	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	ECC60040002872018A 3A States: NH	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
D	Student Professional		MEO145780118	07/01/2018	07/01/2019	\$1,000,000 Ea. Claim \$3,000,000 Aggregate \$2,500 Ded Each Claim

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured Status by Contract, Agreement or Permit per Form 421-2915(12/14)

**\*\*Supplemental Names\*\***  
 Great Bay Community College  
 Lakes Region Community College  
 Manchester Community College  
 (See Attached Descriptions)

<b>CERTIFICATE HOLDER</b>  Department of Business and Economic Affairs/ Office of Workforce 1 Eagle Square Concord, NH 03301	<b>CANCELLATION</b>  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  
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## DESCRIPTIONS (Continued from Page 1)

Nashua Community College  
NHTI-Concord Community College  
River Valley Community College  
White Mountain Community College  
Community Colleges of New Hampshire Foundation

Leased/Rented Equipment: Hanover Ins., Co; Policy#: ZBV918860108; 7-1-18 to 7-1-19; Limit: \$25,000