

ADMINISTRATIVE OFFICE
 45 SOUTH FRUIT STREET
 CONCORD, NH 03301-4857



GEORGE N. COPADIS, COMMISSIONER
 RICHARD J. LAVERS, DEPUTY COMMISSIONER

February 5, 2020

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

Requested Actions

1. Authorize the New Hampshire Department of Employment Security (NHES) to **retroactively** accept assignment from the Department of Business and Economic Affairs/Office of Workforce Opportunity (BEA/OWO) of the **sole source** Memorandum of Understanding (MOU) for \$327,059.01 with the Community College System of New Hampshire (CCSNH) with respect to the delivery of WorkReadyNH services from September 1, 2019 through December 31, 2019. 100% Job Training Program funds.

The original MOU between BEA/OWO and CCSNH was approved by Governor and Council on April 8, 2015 (Item #47) and later modified on February 6, 2019 (Item #32), on June 19, 2019 (item #173) and on September 18, 2019 (Item #54).

02-27-27-270010-8052	DEPT OF EMPLOYMENT SECURITY JOB TRAINING PROGRAM	<u>2020</u>
10-02700-80520000-102-500731	Contracts for Program Services	\$327,059.01

2. Authorize the New Hampshire Department of Employment Security (NHES) to **retroactively** enter into a **sole source** Memorandum of Understanding (MOU) with the Community College System of New Hampshire (CCSNH) in the amount of \$1,350,000 for the delivery of a Job Readiness Certificate program (WorkReadyNH) effective January 1, 2020 through June 30, 2021. 100% Job Training Program funds.

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

02-27-27-270010-8052	DEPT OF EMPLOYMENT SECURITY JOB TRAINING PROGRAM	<u>2020</u>	<u>2021</u>
10-02700-80520000-102-500731	Contracts for Program Services	\$450,000	\$900,000

Explanation

The assignment and MOU are **retroactive** due to necessary budgetary class transfers requiring Joint Legislative Fiscal Committee and Governor and Council approvals. NHES received final budgetary class transfer approval on January 22, 2020. Additionally, the assignment and MOU are **sole source** as CCSNH is best suited to work collaboratively with NHES and other partner agencies within the NH Works system to deliver a job readiness certificate program to address workforce needs around basic skills and soft skills for NH residents who are seeking to enter or advance in the NH labor market.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "George N. Copadis". The signature is stylized and cursive.

George N. Copadis
Commissioner

**ASSIGNMENT OF OBLIGATIONS UNDER A MEMORANDUM OF UNDERSTANDING
WITH RESPECT TO THE DELIVERY OF WORK READY NH SERVICES FUNDED BY
THE JOB TRAINING FUND PROGRAM**

By and Between

**Department of Business and Economic Affairs/Office of Workforce Opportunity
The Community College System of New Hampshire
and
New Hampshire Employment Security**

In accordance with and in order to facilitate changes made by HB 4-FN-A-LOCAL (Chapter 346 of the Laws of 2019)(hereinafter "HB 4") to the Job Training Fund Program, the Department of Business and Economic Affairs, Office of Workforce Opportunity ("BEA/OWO"), the Community College System of New Hampshire ("CCSNH") and New Hampshire Employment Security ("NHES") hereby agree as follows:

RECITALS

A. RSA 21-G:13 provides:

The powers, duties, functions, responsibilities, programs and operations of each agency abolished pursuant to acts of the general court relative to executive branch agency reorganization shall, upon and after the date of each abolition, be exercised and performed by the commissioner of the department to which such powers, duties, functions and responsibilities are transferred.

B. By operation of HB 4, enacted on September 26, 2019, the Job Training Fund Program administered by the BEA/OWO was repealed and abolished and replaced with a new Job Training Fund Program administered by NHES. RSA 282-A:181-184.

C. BEA/OWO's obligations with respect to the Job Training Fund program included a Memorandum of Understanding (MOU) with CCSNH, which provided for the delivery of a work readiness certificate program (WorkReadyNH) by CCSNH. The WorkReadyNH MOU ("MOU"), as originally executed by and between DRED, BEA's predecessor, and CCSNH, was approved by the Governor and Executive Council on April 8, 2015 (Item # 47). The MOU was recently amended to allow for the continuation of work readiness programming services from October 1, 2019 through December 31, 2019. The modification was approved by G & C on September 18, 2019 (Item # 54).

D. The G & C cover letter to the most recent MOU amendment provided that "[all parties to this agreement shall work together to facilitate the transition of Job Training funded programs in the event the Job Training funds are transferred to another State entity. Every effort shall be made to minimize the disruption of services to individuals participating in the WorkReadyNH program." See 9/3/2019 G & C Letter.

E. The MOU between BEA/OWO and CCSNH allowed for the assignment of the parties' obligations upon prior written consent, and, in this case, mutual consent of the parties. All parties agree that an assignment of BEA/OWO's obligations in connection with the MOU to NHES will help effectuate the Legislative intent that the Job Training Fund continues to support the delivery of WorkReadyNH services and that services continue with minimal disruption to those being served by the program.

F. CCSNH also wishes to go forward with the assignment in furtherance of the intent of HB 4 and so that it may continue to deliver WorkReadyNH services and receive payment as provided in the MOU.

ASSIGNMENT AGREEMENT

1. Section VI, Part 13 permits assignment of the obligations of the MOU upon mutual consent of the parties.

2. By signing this agreement, BEA/OWO, CCSNH and NHES signify their mutual consent and agreement for the MOU to be assigned to NHES so that NHES may be substituted as a party for BEA/OWO and perform ongoing obligations with CCSNH with respect to WorkReadyNH.

3. NHES will be responsible for performing unfinished payment obligations to CCSNH with respect to prior amendments to the MOU, as approved by G & C on February 6, 2019 (Item #32) and June 19, 2019 (Item #173), for amounts payable through September 30, 2019 in the estimated amount of \$114,564.50.

4. NHES will be also be responsible for performing payment obligations for amounts owed to CCSNH for the services provided under the WorkReadyNH program during the extended term of the MOU approved by G & C on September 18, 2019 (Item #54), in the estimated amount of \$225,000.00. This covers the period from October 1, 2019 through December 31, 2019.

5. There is an additional amount due and payable to CCSNH under the extended MOU in the estimated amount of \$32,000.00 for an LPN Sector Partnership initiative, bringing the total not to exceed due under the extended MOU to \$257,000.00.

6. CCSNH will be responsible for providing supporting documentation to NHES for invoices submitted under the WorkReadyNH and LPN Sector Partnership Initiative programs.

7. This assignment is subject to approval of the NH Attorney General and the Governor & Executive Council.


IN WITNESS WHEREOF, the parties have signed on this day and date:

Department of Business and Economic Affairs


By: 
Taylor Caswell, Commissioner 

Date: 26 JAN 2020

Community College System of New Hampshire

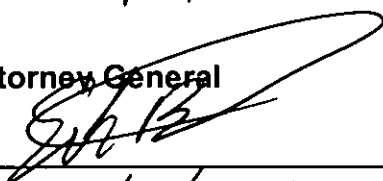
By: 
Dr. Ross Gittell, Chancellor

NH Employment Security

By: 
George N. Copadis, Commissioner

Date: 1/30/20

NH Attorney General

By: 

Date: 2/4/2020

Memorandum of Understanding (MOU)

Between

New Hampshire Department of Employment Security (NHES)
45 South Fruit St
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 Employment Security (NHES), 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. 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 retroactive to January 1, 2020 through June 30, 2021.

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

Nothing contained in this MOU shall be deemed to constitute a waiver of sovereign immunity of the State of New Hampshire; which is 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 including: teamwork, communication, and professional behavior.

2. Offer the program at sites agreed upon between NHES and CCSNH, including but not limited to CCSNH colleges, county correctional facilities and secondary schools with the option to expand services to other sites as determined appropriate by CCSNH and approved by NHES.
3. 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.
4. Issue a CCSNH certificate credential to successful completers of the CCSNH Workplace Behaviors Curriculum.
5. Hire instructors to teach the WorkReadyNH curriculum.
6. Hire and maintain an adequate level of staff to ensure continuity of services.
7. Hire a state-wide coordinator to oversee on-site services to ensure they meet requirements set by NHES and provide a monthly report to NHES.
8. Staff hired under WorkReadyNH shall be employees of CCSNH.
9. Market the program in coordination with NHES both locally and state-wide; all outreach and marketing activities shall acknowledge NHWorks sponsorship.
10. Conduct annual customer satisfaction surveys, and share results with NHES annually.
11. Compile an annual report whose elements would be designed by NHES and submit the report to NHES by no later than May 31st of each program year.
12. Offer the program at no cost to New Hampshire residents 16 years of age or older.
13. Collaborate with NH Works staff and appropriate local social services agencies to identify potential participants for the program.
14. Recruit and enroll sufficient numbers of individuals consistent with the agreed to enrollment plan for each program year.

NHES agrees to:

1. Fund the program for the remainder of FY 2020 (January 1, 2020 - June 30, 2020) at a cost not to exceed \$450,000 per cycle; *contingent upon the ongoing availability of NH Job Training Funds* dedicated for this

purpose.

2. Fund the program for the period of July 1, 2020 – June 30, 2021 at a cost not to exceed \$900,000; *contingent upon the ongoing availability of NH Job Training Funds* dedicated for this purpose.
3. Facilitate the referral of clients to CCSNH through NH Works and appropriate social services agencies.
4. Assist CCSNH in the ongoing development and evaluation of the WorkReadyNH program.
5. Provide a contract (MOU) manager.
6. Market the program in coordination with CCSNH through NHES programs and services.
7. Provide staff to deliver WRNH curriculum related to reemployment services available at NH Works offices including but not limited to resumes, interviewing and job search.

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. Modify program deliverables to adapt to new or changing demands and/or target populations as needed and/or necessary.

Section III. Pricing / Payments

CCSNH agrees to provide NHES 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 NHES 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: \$ 1,350,000.

FY 2020 expenses not to exceed: \$ 450,000

FY 2021 expenses not to exceed: \$ 900,000

For services performed under the terms of this MOU between January 1, 2020 and June 30, 2021, CCSNH shall be paid on a cost reimbursement basis based on monthly invoices of actual cost, not to exceed Four Hundred Fifty Thousand Dollars (\$450,000) through June 30, 2020 and \$900,000 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: NHER
Attn: Melanie Kray
45 South Fruit Street
Concord, NH 03301

Payment shall be made to: Community College System of NH
Attn: Kathy Emery
26 College Drive
Concord, NH 03301

Section IV. Approved Line Item Budget

The attached budget is approved for SFY 2020 (the first six months of this MOU); line-item budgets for SFY 2021 will be negotiated by no later than June 30, 2020.

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 NHER.

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 16 years of age or older, unless otherwise approved by NHER.

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 NHES 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. NHES shall be responsible for claims, suits, damages, judgments, recoveries, settlements, or other liabilities incurred as a direct result of its performance or failure to perform under this MOU arising out of the negligent or intentional actions of its officials, employees, subcontractors, and/or agents. NHES 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.

CCSNH shall be responsible for claims, suits, damages, judgments, recoveries, settlements, or other liabilities incurred as a direct result of its performance or failure to perform under this MOU arising out of the negligent or intentional actions of its officials, employees, subcontractors, and/or agents.

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 NHES, not later than forty-five (45) days after the date of termination, an invoice for services rendered up to the time of termination which shall be paid by NHES 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 Authority specified on the signature page, or his or her successor, shall be the respective party's representative for purposes of dispute resolution. 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 Authorities shall seek final resolution through the Attorney General's office.
9. 9.1 Any one or more of the following acts or omissions of NHES 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 (if applicable), 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 NHES and CCSNH:

a. For NHES: Pamela Szacik, Director
New Hampshire Department of Employment Security
45 So Fruit Street
Concord, NH 03301

b. For CCSNH: Beth Doiron, Director
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.

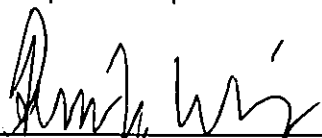
14. Neither party shall be deemed to have waived any right hereunder unless such waiver is in writing and executed by a duly authorized officer of the waiving party. No waiver by either party

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 benefit 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 provisions of Section I through Section VI of this MOU as written constitute the entire MOU between NHES and CCSNH, and supersede all prior MOUs and understandings.

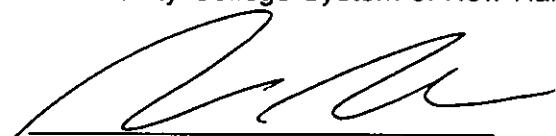
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New Hampshire Department of Employment Security


George N. Copadis, Commissioner

1/30/20
Date

Community College System of New Hampshire


Dr. Ross Gittell, Chancellor

1/28/20
Date

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

Date: 2/4/2020 By: 

Approved by the Governor and Council

Date: _____ By: _____

COOPERATIVE PROJECT AGREEMENT
STATE OF NEW HAMPSHIRE, NH Employment Security and
the Community College System of New Hampshire

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, NH Employment Security, (hereinafter "NHES"), and the Community College System of New Hampshire, acting through CCSNH, (hereinafter "CCSNH"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the Community College System of New Hampshire dated June 24, 2013, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder is effective as of September 1, 2019 and shall end on June 30, 2021. If the provision of services by CCSNH precedes the Effective date, all services performed by CCSNH shall be performed at the sole risk of CCSNH and in the event that this Project Agreement does not become effective, the State shall be under no obligation to pay CCSNH for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the subsequent Memorandum of Understanding and attached to this document, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: WorkReadyNH Program

- D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

NHES Project Administrator

Name: NHES

Attn: Melanie Kray

Address:

45 South Fruit Street, Concord, NH
03301

Phone: (603) 228-4157

CCSNH Project Administrator

Name: Kathy Emery

Address:

26 College Drive, Concord, NH 03301

Phone: 603-230-3524

- E. The Following Individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

NHES Project Director

Name: NHES

Attn: Pam Szacik, Director

Address:

45 South Fruit Street, Concord, NH 03301

Phone: (603) 228-4051

CCSNH Project Director

Name: Beth Doiron

Address:

26 College Drive, Concord, NH 03301

Phone: 603-230-3530

- F. Total State funds in the amount of \$1,350,000.00 have been allotted and are available for payment of allowable

costs incurred under this Agreement. State will not reimburse CCSNH for costs exceeding the amount specified in this paragraph.

Check if applicable

CCSNH will cost-share _____ % of total costs during the term of this Project Agreement.

Federal funds paid to CCSNH under this Project Agreement are from Grant/Contract/Cooperative Agreement No. _____ from _____ under CFDA# _____. Federal regulations required to be passed through to College as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the Community College System of New Hampshire dated, June 24, 2015, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

If amended by mutual agreement of the parties, Article(s) _____ of the Master Agreement for Cooperative Projects between the State of New Hampshire and the Community College System of New Hampshire dated are hereby amended to read:

H. The Community College System of New Hampshire will take possession of any and all equipment purchased under this Project Agreement and will record said equipment in their internal inventory system.

This Project Agreement and the Master Agreement constitute the entire agreement between State and CCSNH regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment, and executed for the parties by their authorized officials.

IN WITNESS WHEREOF, the Community College System of New Hampshire, and NHES, acting through the State of New Hampshire, have executed this Project Agreement.

By An Authorized Official of:
CCSNH

Name: Ross Gittell

Title: Chancellor

Signature and Date:

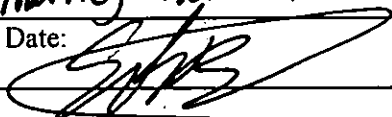
 1/28/20

By An Authorized Official of: the New Hampshire Office of the Attorney General

Name: Erik Bal

Title: Asst. Attorney General

Signature and Date:

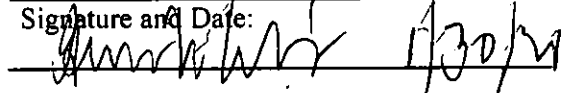


By An Authorized Official of:
NH Employment Security

Name: George N. Copadis

Title: Commissioner

Signature and Date:

 1/30/20

By An Authorized Official of: the New Hampshire Governor & Executive Council

Name:

Title:

Signature and Date: