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STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
OFFICE OF THE COMMISSIONER

172 Pembroke Road Concord, New Hampshire 03301

May 15, 2018

MAY 23 '18 PM 3:55 DAS

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

REQUESTED ACTION

Authorize the Department of Business and Economic Affairs, Office of Workforce Opportunity (“OWO”) to amend a **sole source** contract for services with New Hampshire Health Care Association (“NHHCA”) (VC#156185), Pembroke, NH, by increasing the contract limit by \$30,050.00 from \$54,969.88 to \$85,019.88 and extending the expiration date from June 30, 2018 to December 28, 2018 for the provision of Health Care Sector Intermediary services. The contract was originally approved by the Governor and Council on June 21, 2017 (Item #93). **100% Federal Funds (Workforce Innovation and Opportunity Act, Governor’s 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	\$30,050.00

EXPLANATION

This is an amendment to a **sole source** contract as approved by the Governor and Council to support a Health Care Sector Intermediary staff position to work with health care sector stakeholders and others to assist in the management of the activities and programs specific to implementing sector strategies in the health care industry. The NH Sector Partnership Initiative is an industry-driven, statewide effort to help businesses in targeted industries address their workforce needs, and help workers prepare for and advance in careers. There are currently four industry sectors in addition to health care: manufacturing, technology hospitality and construction. Each sector is driven by a partnership that includes industry leaders, educational institutions/providers, workforce entities, and other state and local agencies.

This amendment of the existing agreement extends the contract period by six months and increases the award amount by \$30,050.00 to allow for the continuation of current sector related activities in the health care sector, as coordinated through the State Sector Partnership team lead by BEA. These changes align the funding level and timeline for services for the health care sector contract with that of the other sector specific contracts (i.e., manufacturing, tech talent, hospitality and construction), which are funded through December 2018. Funds have been approved for this purpose by the State Workforce Innovation Board and will cover the cost of staff, outreach and other activities as appropriate to the role of the health care Sector Advisor (i.e., Intermediary), and allowable under WIOA.

The NHHCA is the state’s largest long-term care provider association. It is comprised of 90 member long-term care facilities, both skilled nursing facilities and assisted living communities. The NHHCA provides educational opportunities for licensed staff working in long-term care, and is heavily involved with workforce issues, including working with other health care provider groups beset with a statewide

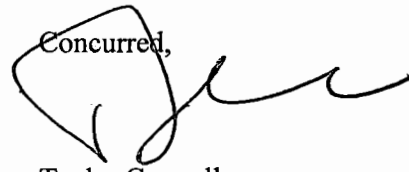
health care staffing shortage. To date NHHCA has been effective partner in providing the support and a service required and hopes to continue in this role through December of 2018.

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 CONTRACT WITH RESPECT TO
THE IMPLEMENTATION OF SECTOR PARTNERSHIP INITIATIVES FUNDED BY WIOA**

The Department of Business and Economic Affairs, Office of Workforce Opportunity and the New Hampshire Health Care Association (NHHCA), Pembroke, NH (VC# 156185) hereby mutually agree to amend their contract (#1057731) for WIOA Services, which was originally approved by the Governor and Executive Council on June 21, 2017 (Item #93), with a completion date of June 30, 2018. This contract is 100% federal funding – WIOA Discretionary Funds.

This amendment of the existing agreement extends the contract effective period and increases the award amount to allow for the continuation of sector related activities in the Health Care Sector, coordinated through the State Sector Partnership team lead by BEA. These changes align the Health Care Sector initiative activities with the other sector specific contracts in Manufacturing, Tech Talent, Hospitality and Construction. Funds allocated through this contract process have been approved for use by the State Workforce Innovation Board to cover the cost of staff, outreach and other activities as appropriate to the role of the Sector Advisor (i.e., Intermediary) for the Health Care industry, and as allowable under WIOA.

This modification of contract accomplishes the following:

1. Increases the original grant award by \$30,050 for a total grant amount of \$85,019.88
2. Changes the original contract end date from June 30, 2018 to December 28, 2018.
3. All funds awarded via this contract agreement shall be expended consistent with the Uniform Guidance – Office of Management and Budget (OMB) CFR Chapter II, Part 200, et.al.
4. All other terms and conditions of this contract shall remain the same in full force and effect as originally set forth; and
5. 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.

New Hampshire Health Care Association

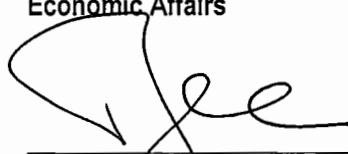


Brendan Williams,
President and CEO

4/20/18

Date

**NH Department of Business and
Economic Affairs**



Taylor Caswell,
Commissioner BEA

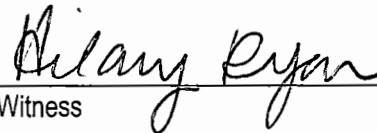


Date

Witness



Witness

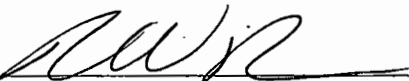


Approved by the Attorney General (Form, Substance and Execution)

Date:

5/7/18

By:



Approved by the Governor and Council

Date:

Item #

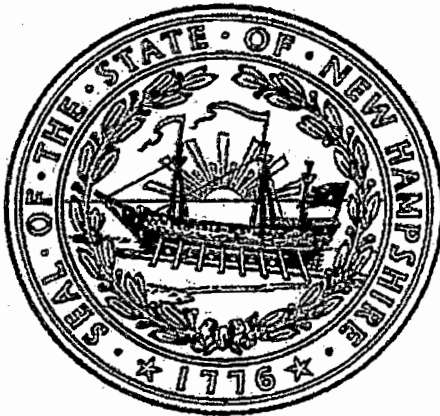
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE HEALTH CARE ASSOCIATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 26, 1951. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **63931**

Certificate Number: **0004078735**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of April A.D. 2018.

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

William M. Gardner
Secretary of State

Corporate Resolution

I, **Arthur O'Leary**, hereby certify that I am duly elected Chairman of the Board of
(Name)

New Hampshire Health Care Association. I hereby certify the following is a true copy of a vote taken
(Name of Corporation or LLC)

at a meeting of the Board of Directors/shareholders, duly called and held on Friday,
April 20, 2018 at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Brendan Williams, President & CEO is duly authorized to enter a
(Name and Title)

Contract on behalf of the New Hampshire Health Care Association with the
(Name of Corporation or LLC)

Bureau of Economic Resources of the State of New Hampshire and further
(Name of State Agency)

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 April 20, 2018. I further certify that it is understood that
the State of New Hampshire will rely on this certificate as evidence that the person
listed above currently occupies the position indicated and that they have full authority
to bind the corporation to the specific contract indicated. To the extent that there are
any limits on the authority of any listed individual to bind corporation in contracts with
the State of New Hampshire, all such limitations are expressly stated herein.

Dated: April 20th 2018

Attest:  Arthur O'Leary, Board Chairman



6 2 0 7 0 4/21/17
Contract # 1057731

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

172 Pembroke Road Concord, New Hampshire 03301

May 31, 2017

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

REQUESTED ACTION

Authorize the Department of Resources and Economic Development, Office of Workforce Opportunity (“OWO”) to enter into a **sole source** contract for services with New Hampshire Health Care Association (“NHHCA”) (VC#156185), Pembroke, NH in the amount of \$54,969.88 to provide services as Health Care Sector Intermediary effective July 1, 2017 or upon Governor and Executive Council Approval, whichever is later, through June 30, 2018. **100% Federal Funds (Workforce Innovation and Opportunity Act, Governor’s Discretionary Funds)**

Funds to support this request are available as follows pending budget approval for Fiscal Year 2018:

	<u>FY 2018</u>
03-35-35-351010-53360000	
Office of Workforce Opportunity	
102-500731 Contracts for Program Services	\$54,969.88

EXPLANATION

This is a **sole source** contract to support a Health Care Sector Intermediary staff position that will work with the Health Care Sector Stakeholders and others to assist in the management of the Health Care Sector and its activities and programs, and other community resources as deemed appropriate. This Sector is part of the NH Sector Partnerships Initiative which is an industry-driven, statewide initiative to help businesses in targeted industries address their workforce needs, while also helping workers prepare for and advance in careers in these critical sectors. There are currently three industry sectors in addition to health care: manufacturing, technology and hospitality. Each sector is driven by a partnership that includes industry employers, state educational institutions, third-party training providers, workforce and other state and local agencies. The Sector Intermediary will convene and staff the partnership and manage projects between meetings to ensure accountability and progress toward goals. This role includes a number of critical responsibilities, such as coordinating partnership meetings; recruiting champions in every region in concert with the co-chairs; engaging workforce system, education and training providers, community-based organizations, and other key stakeholders in partnership meetings; accessing diverse financial resources from public, private, and philanthropic sources to support workforce services; and facilitating solutions and action steps at partnership meetings to advance progress on strategy.

In January 2017 the State Workforce Innovation Board (SWIB) approved the use of WIOA discretionary funds to support the work of sector champions. Funds will be to used support designated staff, identified/hired by the business, business association, or similar entity determined to have the depth of sector-specific knowledge, a vast network of relevant and current contacts necessary to achieve maximum impact in a short period of time, and the infrastructure to provide immediate support to sector chairs and

intermediaries to carry-out established goals. The NHHCA is the state's largest long-term care provider association. It is comprised of 90 member long-term care facilities, both skilled nursing facilities and assisted living communities. The NHHCA provides educational opportunities for licensed staff working in long-term care, and is heavily involved with workforce issues, including working with other health care provider groups beset with a statewide health care staffing shortage. In addition to working with state policymakers in Concord, the NHHCA works actively to educate the public on long-term care issues. The challenges facing NHHCA members in recruiting, training and retaining staff make it imperative that the Association be involved in any efforts to address the systemic health care staffing problem in the State of NH. The Association office has the physical capacity to house the Health Care Sector Intermediary staff person. OWO respectfully requests sole source approval of this contract based on NHHCA's extensive experience, depth of resources, network of partners and cost effectiveness of the services to be provided.

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

Respectfully submitted,



Jeffrey J. Rose
Commissioner



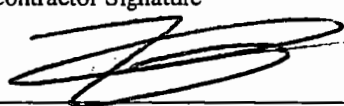
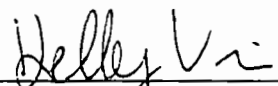
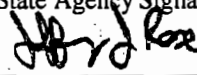
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

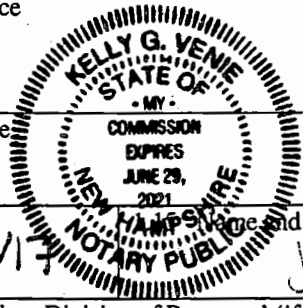
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Resource & Economic Development		1.2 State Agency Address 172 Pembroke Road, Concord NH 03301	
1.3 Contractor Name New Hampshire Health Care Association (NHHCA)		1.4 Contractor Address 5 Sheep Davis Road, Suite E, Pembroke, NH 03275	
1.5 Contractor Phone Number (603) 226-4900	1.6 Account Number 010-035-5336-102-500731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$54,969.88
1.9 Contracting Officer for State Agency Jeffrey J. Rose, Commissioner		1.10 State Agency Telephone Number 603-271-7275	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Brendan W. Williams, President & CEO	
1.13 Acknowledgement: State of New Hampshire County of Merimack On <u>May 31, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Kelly Venie			
1.14 State Agency Signature 		Name and Title of State Agency Signatory Jeffrey J. Rose, Commissioner	
Date: <u>6/5/17</u>			
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>n/a</u> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Jeanine Girenti</u> On: <u>6/5/2017</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: <u>GEC Item #93</u> On: <u>6/21/2017</u>			



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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

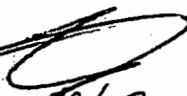
7. PERSONNEL.

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

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

Contractor Initials

Date


SF/17

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement 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. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A STATEMENT OF WORK

TERM & EXTENSION

This cost reimbursement contract for services between New Hampshire Health Care Association (NHHCA) and NH Department of Resources & Economic Development, Office of Workforce Opportunity (OWO) will be for a term beginning July 1, 2017 or upon Governor and Council approval, whichever comes later, and terminating on June 30, 2018. Total payments under this agreement shall not exceed \$54,969.88 and shall be expended consistent with the terms outlined in Exhibit B of this agreement. These funds are made available by the State Workforce Innovation Board, through Workforce Innovation and Opportunity Act (WIOA) Governor's Discretionary funds to support a Sector Intermediary staff position available to work with the Health Care Sector Stakeholders and others to assist in the management of the Sector and its activities and programs, and other community resources as deemed appropriate.

DESCRIPTION OF SERVICES

The Sector Intermediary shall:

- Coordinate partnership meetings – craft agenda in collaboration with Chair and Vice-Chair of the Health Care Sector Initiative, prepare materials and secure a venue and follow-up after partnership meetings, providing meeting summaries and next steps
- In concert with Chair and Vice Chair, recruit stakeholders/champions in every region for active engagement
- Engage workforce system, education and training providers, community-based organizations, and other key stakeholders in partnership meetings
- Evaluate, where possible, effective education, training, and other workforce services in regions in an effort to eliminate gaps in service, reduce duplication of effort, and assure a seamless delivery of workforce services
- Guide a planning process to identify the sector partnership's goals to identify solutions
- Explore financial resources from public, private, and philanthropic sources to support workforce solutions on priorities identified by the industry
- Facilitate action steps at partnership meetings to advance progress on sector approved short and long term strategy, based initially on strategies identified in the sector's asset map and report
- In coordination with the Sector Partnership Initiative Team ("SPIT") designee, develop an internal/external communication plan to update employers, workforce development stakeholders, and state and regional leadership
- Serve as a single point of contact on inquiries relating to the partnership
- Build and maintain a database of health care providers, key stakeholders, asset lists, accomplishments, achievements and other sector materials deemed appropriate
- Update the SPIT on a monthly basis

**EXHIBIT B
PRICE LIMITATION & PAYMENT TERMS**

This contract is funded with WIOA Discretionary Funds (CDFA #17.258; 17.278; 17,259) as recommended by the State Workforce Innovation Board and approved by the Governor of New Hampshire.

Total agreement not to exceed: \$54,969.88

TERMS OF PAYMENT

1. For expenses related to the Sector Intermediary position from July 1, 2017 or upon Governor and Council approval, whichever comes later, through June 30, 2018, NHHCA shall be paid up to fifty-four thousand, nine hundred sixty-nine dollars and 88/100 (\$54,969.88).
2. Related expenses shall be limited to the total costs within each line item as outlined below; any and all deviations from these total costs must be approved in writing by the OWO fiscal department prior to expenditure. Salary, benefits, travel and indirect costs shall be charged to this contract and billed accordingly consistent with existing NHHCA policy and procedures. NHHCA shall be responsible for all other costs not allowed under this contract agreement.

Expense Item	Annual Total
Staff Salaries	\$43,000.00
Fringe Rate %	9.2%
Fringe Benefits \$	\$3,964.00
Sub-Total Salaries & Benefits	\$46,964.00
Office Supplies & Communications	\$1,500.00
In-State Travel	\$1,000.00
Outreach Expenses	\$1,200.00
Sub-Total Direct Costs	\$50,664.00
Admin./Indirect Costs (8.5%)	\$4,305.88
	\$54,969.88

3. Upon presentation of an invoice for such services and related expenses, which shall be billed monthly and submitted electronically by the 25th of each month beginning with August

2017, the amount of the invoice shall be payable to NHHCA in accordance with the State of NH's 30 day statutory payment schedule.

Invoices shall be sent to: Karen.Smith@dred.nh.gov
Office of Workforce Opportunity
Attn: Karen Smith
172 Pembroke Rd
Concord, NH 03301

Payment shall be made to: New Hampshire Health Care Association
Attn: Brendan Williams
5 Sheep Davis Road, Suite E
Pembroke, NH 03275

4. Invoices shall be signed by an authorized representative of NHHCA.
5. Supporting documentation, as mutually agreed to by NHHCA and OWO, 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 Exhibit A of this agreement, as applicable.

REPORTING REQUIREMENTS

1. NHHCA shall submit written monthly reports to the SPIT
2. A final report shall be due within 30 days of the end of this contract agreement

**STANDARD EXHIBIT C
SPECIAL PROVISIONS**

As a condition of this contract agreement NHHCA agrees to:

- Allow OWO staff to conduct on-site program and fiscal monitoring annually to comply with federal program management requirements.
- NHHCA 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 the Statement of Work.
- 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 subgrant or contract under the grant or subgrant, and ii) rights of copyright to which the grantee, subgrantee 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.

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 NEW HAMPSHIRE HEALTH CARE ASSOCIATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 26, 1951. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63931



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of May A.D. 2017.

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

William M. Gardner
Secretary of State

Corporate Resolution

I, Arthur O'Leary, hereby certify that I am duly elected Chairman of the Board of
(Name)

New Hampshire Health Care Association. I hereby certify the following is a true copy of a vote taken
(Name of Corporation or LLC)

at a meeting of the Board of Directors/shareholders, duly called and held on January 27, 2017

at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Brendan Williams, President & CEO is duly authorized to enter a
(Name and Title)

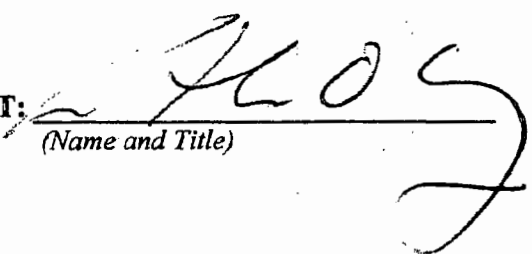
Contract on behalf of the New Hampshire Health Care Association with the
(Name of Corporation or LLC)

Department of Resources & Economic Development of the State of New Hampshire and further
(Name of State Agency)

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 May 30, 2017. I further certify that it is understood that the
State of New Hampshire will rely on this certificate as evidence that the person listed above currently
occupies the position indicated and that they have full authority to bind the corporation to the specific
contract indicated. To the extent that there are any limits on the authority of any listed individual to bind
corporation in contracts with the State of New Hampshire, all such limitations are expressly stated
herein.

DATED: 5/29/2017

ATTEST: 
(Name and Title)

