New Hampshire Employment Security
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"We're working to keep New Hampshire working"

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

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

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June 17, 2021

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

REQUESTED ACTION

Authorize the New Hampshire Department of Employment Security (NHES) to enter into a **sole source** Memorandum of Understanding (MOU) with the Community College System of New Hampshire (CCSNH), for an amount not to exceed $3,600,000.00, for the delivery of WorkReadyNH services from July 1, 2021 through June 30, 2025. 100% Job Training Program funds.

Funding available for these services will be expended as follows, contingent upon availability and continued appropriations for State Fiscal Years 2022 forward, with the authority to adjust encumbrances between SFYs through the Budget Office if needed and justified:

		State Fiscal Year			
02-27-27-270010-80400000	**DEPT OF EMPLOYMENT SECURITY**	**2022**	**2023**	**2024**	**2025**
102-500731	Contracts for Program Services	$900,000	$900,000	$900,000	$900,000

EXPLANATION

This is a **sole source** MOU between NHES and CCSNH. CCSNH has been chosen to deliver this programming because it is ideally suited to work collaboratively with NHES and other partner agencies within the NH Works system to deliver a job readiness certificate program across the State and to address workforce needs involving basic skills and soft skills for NH residents who are seeking to enter or advance in the NH labor market. CCSNH has been successfully performing the services for a period of years and wishes to continue to provide these services for the State.

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

Respectfully submitted,

George N. Copadis
Commissioner

Memorandum of Understanding (MOU)

Between

New Hampshire Department of Employment Security (NHES)
45 South Fruit Street
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 July 1, 2021 or upon Governor and Executive Council approval, whichever is the latest, through June 30, 2025.

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 $900,000.00 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 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: self-discipline, 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 curriculum developers and faculty to teach the Workplace Behaviors 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 NH Works sponsorship.

10. Conduct annual customer satisfaction surveys, and share results with NHES quarterly.

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 period of July 1, 2021 – June 30, 2025 at a cost not to exceed $900,000 per program year; 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.

5. Market the program in coordination with CCSNH through an ESR.

6. Provide workshops on professional behavior 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: $3,600,000.00:

FY 2022 expenses not to exceed: $ 900,000.00
FY 2023 expenses not to exceed: $ 900,000.00
FY 2024 expenses not to exceed: $ 900,000.00
FY 2025 expenses not to exceed: $ 900,000.00.

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:	NHES 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

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 NHES.

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 1 6 years of age or older, unless otherwise approved by NHES.

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: Sarah Morrissey
   Director of Employment Services, NH Department of Employment Security
   45 South Fruit Street
   Concord, NH 03301

   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 provisions of this 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.

Signed:

New Hampshire Department of Employment Security

Commissioner

Date 6/16/21

Community College System of New Hampshire

Chief Operating Officer

06/14/2021
Date

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

Date: /s/ Stacie M. Moeser By: June 17, 2021

Approved by the Governor and Council

Date:_____ By:_____