

RURAL DEVELOPMENT PROJECT POLICIES AND PROCEDURES	Issued by: RDP Statewide Program Officer- Maile Lu'uwai	Policy No.: CON 001
		Effective Date: 03/15/2006
Subject: <i>Memorandum of Agreement</i>	Approved by: RDP Statewide Program Coordinator-John Dunicliffe	Revision No.: N/A
		Supersedes Policy: N/A

I. PURPOSE

To provide RDP staff guidelines for the issuance of a Memorandum of Agreement (MOA).

II. STAFF RESPONSIBILITIES

Island Project Directors and statewide staff assigned to specific projects are required to comply with this policy.

III. GUIDELINES

A. Memorandum of Agreement. An MOA is an agreement between RDP and an internal program. See the attached MOA Template Exhibit 1.

B. Internal Program: An MOA is required for all internal programs that are funded by RDP. An internal program is a University of Hawaii or community college program funded, in whole or in part, by RDP. Internal programs are also programs where funds are maintained in an RDP account and RDP is directly funding personnel and handling procurement.

C. Exceptions: MOA's are not required for the following:

a. Programs where the personnel are RCUH or UH employees directly under the supervision of the Island Project Director or RDP Statewide Coordinator and there are no third party commitments for performance. Staff is required to ensure that program objectives and outcomes conform to the grant criteria and comply with the grant work plan.

b. If the Office of Continuing Education and Training (OCET) has administrative and operational oversight of an RDP Island Project, an MOA is not required if RDP is funding an OCET class or program.

Note: Although exempt from the MOA requirements of this policy, RDP staff, RDP programs and OCET are subject to Policy PRO 001: Participant Tracking and RDP program reporting requirements for quarterly and final reports.

D. External Program. An external program is a program subject to the contract requirements of RCUH.

E. Amendments. A change to the MOA requires an amendment. A sample MOA Amendment is attached as *Exhibit 2*.

F. MOAs and amendments *signed* by all parties must be in the program file.

IV. MOA FORMS

The following forms must be included a part of the MOA process:

- This form must be attached to the MOA: RDP Complaint Resolution Process/EEO Notice, *Exhibit 3*.
- This form must be submitted with the MOA and a copy included in the program file: Notice of Funding, *Exhibit 4*.

EXHIBIT 1: MOA TEMPLATE

The following provisions must be included in each RDP Memorandum of Agreement (MOA) with internal programs:

MEMORANDUM OF AGREEMENT BETWEEN MAUI COMMUNITY COLLEGE AND THE RURAL DEVELOPMENT PROJECT

1. **Background.** Summary of the program.
2. **Purpose.** Purpose of the agreement.
3. **Services to Be Performed.** What services will the subcontractor provide? What services (if any) will RDP provide? Be detailed and specific.
4. **Outcomes.** What are the outcomes specified in the grant? What will be accomplished, i.e., 40 students obtain training certification?
5. **Contact Person.** The Subcontractor must identify someone who is responsible for communications with RDP and the submission of quarterly reports and RDP Intake forms.
6. **Reporting Requirements**
 - a. **RDP Intake Form.** Subcontractor will be responsible for submitting completed RDP Intake Forms for each participant. [Attach an Intake Form as an attachment to the MOA]
 - b. **Quarterly Report.** Subcontractor will be responsible for providing a status report to RDP each quarter ending March, June, September, and December. The report is due one week from the end of each quarter. The quarterly reports will commence from _____ to _____. The following information is required in each quarterly report:
 1. Work and activities performed
 2. Quarterly objectives and goals met
 3. Program income (if any)
 4. Names of participants in the program
 5. Names of participants that have completed the program
 6. Goals for the next quarter
 - c. **Final Report.** A Final Report must be submitted within 30 days of the completion of the program. The Final Report shall include a summary of work and activities performed; program accomplishments and challenges; the names of participants served by the program (in a table format); program outcomes; and the status of the sustainability plan.
 - d. **Program Documents.** The Subcontractor is also required to submit with each quarterly report the following program documents: Class rosters, class schedules, participant sign in sheets, and any other related program documents.

7. **Time of Performance.** The _____ Program will commence on _____ and will end on _____.
8. **Program Income.** Subcontractor shall immediately notify RDP if program income will be generated by the subcontractor's activities under this agreement. Program Income is gross income earned by the subcontractor that is directly generated by an RDP supported activity or earned as a result of RDP funding. A separate account for program income will be established and subcontractor will be required to properly monitor revenue and expenditures in compliance with RDP policies and federal rules and regulations. To ensure that program income is used to advance program goals, the subcontractor is required to obtain RDP approval **prior** to expending program income. Program income must be expended **before** RDP funds from the main account are used. The Subcontractor must include program income information in its quarterly reports and final report to RDP.
9. **Access to Records.** The Subcontractor agrees that RDP, the U.S. Comptroller General, University of Hawaii, RCUH or any of their duly authorized representatives shall have access to, and the right to inspect or audit any directly pertinent books, documents, papers and records of the Subcontractor involving transactions related to this Agreement.
10. **Amount and Method of Payment.** RDP will provide funding to support equipment and program supplies needs as identified in the Budget which is attached hereto as Exhibit B and made a reference hereof to this Agreement. The Subcontractor shall contact and notify RDP of its supplies needs in writing. Purchase requests are subject to review and approval by RDP. All purchases must be directly related and in support of the program identified herein. RDP shall initiate the procurement of equipment and program supplies. The account number for this agreement is No. 65385. *{Put in Subaccount for the program if applicable}*
11. **Termination.** RDP shall have the privilege, with or without cause, to cancel or annul this Agreement at any time upon written notice given thirty (30) days in advance of such termination.
12. **Modifications of Agreement.** Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Agreement shall be made only by written agreement, signed by both the Subcontractor and RDP.
13. **Relationship of Parties. Independent Subcontractor Status and Responsibilities:**
 - a. In the performance of services, or delivery of goods, or both, required under this Agreement, the Subcontractor shall be an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Agreement; however, RDP shall have the general right to inspect work in progress to determine, whether, in RDP's opinion, the services are being performed or the goods are being provided, or both, by the Subcontractor.
 - b. The Subcontractor and Subcontractor's employees and agents are not by reason of this Agreement, agents or employees of RDP for any purpose, and the Subcontractor and the Subcontractor's employees and agents shall not be entitled to claim or received from RDP any vacation, sick leave, retirement,

worker's compensation, unemployment insurance, or other benefits provided to RDP employees.

- c. The Subcontractor shall be responsible for the accuracy, completeness, and adequacy of its performance under this Agreement. Furthermore, the Subcontractor intentionally, voluntarily, and knowingly assumes the sole and entire liability to the Subcontractor's employees and agents, and to any individual not a party to this Agreement, for all loss, damage, or injury caused by the Subcontractor, or the Subcontractor's employees or agents in the course of their employment.
- d. The Subcontractor shall be responsible for payment of all applicable, federal, state, and county taxes and fees which may become due and owing by the Subcontractor by reason of this Agreement, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The Subcontractor is responsible for obtaining all licenses, permits, certificates that may be required in order to perform the Agreement.
- e. The Subcontractor is responsible for securing all employee-related insurance coverage for the Subcontractor and the Subcontractor's employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

- 14. Acknowledgement of Funding Support.** RDP and Department of Labor funding must be acknowledged in any public or promotional material relating to the program. This includes materials such as newsletters, web sites, printed reports, promotional signs at program sites, press releases, etc. For printed reports and documents, the following acknowledgement of funding support shall be used:

Financial support for this program is provided by the Rural Development Project. The Rural Development Project receives its funding from the Department of Labor.

- 15. RDP Complaint Resolution Process & EEO Notice.** The RDP Complaint Resolution Process & EEO Notice is attached as Exhibit B.

In witness whereof, RDP and the Subcontractor have executed this Agreement effective as of the date first above written.

Rural Development Project

Ronald Regan
Maui Project Director
{YOUR PROJECT DIRECTOR}

Clyde Sakamoto
RDP Principal Investigator
{YOUR CHANCELLOR OR HIS/HER DESIGNEE}

Subcontractor

Ms. X
Director of Nursing
Community College

Ms. J
Director of Administrative Services
Community College

MOA BUDGET SAMPLE

PROJECT NAME	
1. Personnel	0
2. Fringe Benefits	0
3. Travel	0
4. Equipment No Indirect Costs	11,000
5. Supplies	6,900
6. Contractual IDC on 1st \$25,000 of any contract	0
7. Other	1,800
8. Total Direct Costs Lines 1 - 7	19,700
9. Indirect Costs Negotiated Rate = 27.3%	5,378
10. Training Costs / Stipends No Indirect Costs	0
Total Funds Requested Lines 8 - 10	\$25,078

EXHIBIT 2: MOA AMENDMENT TEMPLATE

**AMENDMENT TO THE
MEMORANDUM OF AGREEMENT BETWEEN
MAUI COMMUNITY COLLEGE AND THE
RURAL DEVELOPMENT PROJECT**

This Amendment is made and entered into as of April 4, 2005, by and between the Maui division of the Rural Development Project (RDP) and Maui Community College (Subcontractor) under the laws of the State of Hawaii.

RDP and the Subcontractor entered into the Memorandum of Agreement (MOA) dated December 22, 2004, whereby Subcontractor agreed to provide the services described in the Agreement. RDP and the Subcontractor mutually agree to modify the Agreement as amended as follows:

Amend: Exhibit 2: Budget. The Personnel and Fringe Benefits line items have been deleted and funds allocated to the Others line items. The amended Budget is attached to and incorporated to this amendment.

It is understood that this Amendment is supplemental to the Agreement entered into on December 22, 2003 and the First Amendment entered on March 24, 2004. All terms, conditions, and provisions of the Agreement as amended remain in full force and effect unless specifically modified, altered, or changed.

In witness whereof, RDP and the Subcontractor have executed this Second Amendment effective as of the date first above written.

Rural Development Project

John Dunicliffe
RDP Statewide Coordinator
{JOHN'S SIGNATURE FOR MAUI ONLY}

Ronald Regan
Maui Project Director
{YOUR PROJECT DIRECTOR}

Clyde Sakamoto
RDP Principal Investigator
{YOUR CHANCELLOR OR HIS/HER DESIGNEE}

Subcontractor

Ms. X
Director of Nursing
Community College

Ms. M
Director of Administrative Services
Community College

EXHIBIT 3: COMPLAINT RESOLUTION PROCESS AND EEO NOTICE

COMPLAINT RESOLUTION PROCESS AND EQUAL OPPORTUNITY NOTICE FORM

I. RDP Grievance Resolution Procedures

The Rural Development Project hereby establishes this Complaint Resolution Procedure pursuant to WIA Sections 188 and 18 (c), 20 CFR, Sections 667.600-667.630 and 29 CFR Part 37. The principles and procedures set forth in this Complaint Resolution Procedure shall be used by all Subcontractors, individuals and organizational entities seeking funding from the Rural Development Project and all individuals participating in or receiving services from RDP funded programs to resolve complaints which arise in connection with proposals for funding and Department of Labor grant-funded programs. No person, organization or agency may discharge, or in any manner discriminate or retaliate against any person, or deny any person a benefit to which that person is entitled under the Department of Labor regulations because such person has filed any complaint, instituted or caused to be instituted, any such proceeding or investigation, or has provided information or assisted in an investigation. The identity of any person who has furnished information relating to, or assisting in, the investigation shall be confidential to the extent possible, consistent with a fair determination of the issues. All time frames specified in these procedures refer to consecutive calendar days including weekends and holidays. **FILING OF A RDP COMPLAINT: Every complaint must be in writing before the official complaint resolution process will commence. The complaint must be signed, dated and must contain the following information: The full name, mailing address and telephone number of the complainant; The full name, telephone number and address of the respondent; The laws, federal or state regulations, contract or other agreements believed to have been violated; The remedy to the complaint that would satisfy the Complainant.** Any complaint that does not contain the foregoing information shall be considered incomplete. RDP shall notify the complainant **in writing** that the complaint is incomplete and that the complaint will not be processed without the required information. If the Complainant fails to cooperate or is unavailable, the complaint may be dismissed upon reasonable notice to the last known address of the Complainant. Complaints may be amended to correct technical amendments. Complaints may be withdrawn at any time prior to the issuance of the hearing officer's decision Complaints may not be amended to add new issues. The one-year time period in which a complaint may be filed is not extended for complaints that are refiled with statement of the facts and dates describing the alleged violation(s).

1. LEVEL ONE- INFORMAL RESOLUTION: The complaint must be by mailed or faxed to: Rural Development Project, Maui Community College, 310 Ka'ahumanu Avenue, Kahului, HI 96732 Attn: RDP Statewide Coordinator. Telephone Number: 808-984-3661 FAX Number: 808-249-2591. It is the complainant's responsibility to ensure that RDP receives the complaint. The Rural Development Project has **ten (10 days)** from the receipt of the written complaint to schedule and conduct an informal complaint resolution meeting at the Rural Development Project level. After the complaint is accepted, the Complainant will be notified by the Rural Development Project, in writing, of the date, time and place of the informal resolution meeting. At that meeting an attempt to resolve the complaint informally will take place. Respondents must make good faith efforts to resolve all grievance complaints prior to the scheduled hearing. Failure on the part of any party in the grievance complaint to exert good faith efforts shall constitute a basis for dismissing a grievance complaint and shall this be considered to be a part of the facts to judge in the resolution process. Every grievance complaint not resolved informally will be given a formal hearing, if requested, regardless of the grievance complaint's apparent merit or lack of merit. In the event of an informal resolution of the RDP complaint at the Rural Development Project level, **the Rural Development Project will provide a written settlement agreement to the Complainant** which describes the issues, provides the date of the informal resolution meeting, the attendees, and the terms of the resolution which has been reached by the parties as full and complete settlement of the complaint. The written settlement agreement will be signed by the Complainant's executive management or their authorized representative and the Complainant. A copy of the signed statement will be maintained in the Complainant's file for audit purposes and sent by certified mail to the complainant. In the event that an informal resolution cannot be reached, **the Rural Development Project will provide a written statement to the Complainant** which describes the issues, provides the date of the informal resolution meeting, the attendees, and the issues that could not be resolved by the parties. A copy of the statement will be maintained in the Complainant's file for audit purposes and sent by certified mail to the complainant.

2. LEVEL TWO – ADMINISTRATIVE HEARING a. Request for administrative hearing before an impartial Hearing Officer. If an informal resolution cannot be reached at RDP level, the Complainant may request that an administrative hearing be scheduled before an impartial hearing officer. Request for an administrative hearing should be made within five (5) days of the Complainant's receipt of the written statement by RDP that an impasse has been reached in settling the complaint matter. The request must be sent by mail or fax to: Financial Services Department, Research Corporation of the University of Hawai'i, 2530 Dole Street, Sakamaki Hall D-200, Honolulu, HI 96822 Attn: Financial Services Manager, Telephone Number: 808-956-7702, FAX Number: 808-956-3822. The administrative hearing will be scheduled within **30 days** of the official filing date of the complaint. Prior to the hearing, the

Complainant may amend his/her complaint to correct technical deficiencies but not to add issues. The amendment must be submitted in writing to the impartial hearings officer at the above address. The recommendation(s) of the hearing officer will be considered the Final Determination of the complaint.

b. Conduct of Hearings. **The RCUH Financial Services Manager or his/her designee will serve as the hearings officer for the administrative hearing. Written notice of the date, time and place of the hearing, the manner in which it will be conducted, the issues to be decided and the rights of the parties will be sent to the Complainant and Respondent(s) by Certified Mail/Return Receipt Requested. Any request to withdraw complaint must be in writing and received prior to the scheduled hearing. Requests to reschedule a hearing must also be made in writing and for good cause. The RCUH Financial Services Manager will make the final decision on such requests subject to acceptance of all parties of an extension of the 30-day requirement on scheduling a hearing and the 60-day requirement to have a final decision. Requests must be made at least 72 hours prior to the scheduled hearing.**

Both parties have the right to present written and/or oral testimony and arguments and the right to present records and documents relevant to the issues.

c. **Decision.** Not later than **60 calendar days** after the filing of the grievance complaint, the RCUH Hearings Officer will notify the Complainant and Respondent in writing of the recommendation(s) and Final Determination of the hearing officer. The written decision will contain the following information: The names of the parties involved; A statement of the alleged violation(s) and the issues related to the alleged violations; A statement of the facts; The hearing officer's recommended decision and the reasons for the decision; A statement of corrective action or remedies, if any, to be taken.

The recommendation(s) of the hearings officer will be considered the Final Determination of the complaint. A copy of the decision will be sent to the complainant by certified mail.

III. COMPLAINTS ALLEGING CRIMINAL FRAUD, WASTE OR ABUSE

Information and complaints involving criminal fraud, waste, abuse or other criminal activity must be reported immediately to:

DOL Office of the Inspector General, Office of Investigations, Room s5514, 200 Constitution Avenue NW.

IV. OTHER REMEDIES

These procedures do not preclude the complainant from pursuing a remedy authorized under another Federal, State or local law.

II. EQUAL OPPORTUNITY NOTICE

We Believe in Equal Opportunity Equal Opportunity is the Law: It is against the law for the Rural Development Project (the recipient) to discriminate on the following basis: against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and against any beneficiary of programs financially assisted under the Title 1 of the Workforce Investment Act of 1998 (WIA), on the basis of beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIA Title I-financially assisted program or activity. The recipient must not discriminate in any of the following areas: deciding who will be admitted, or have access, to any WIA Title I-financially assisted program or activity; providing opportunities in, or treating any person with regard to, such a program or activity; or making employment decisions in the administration of, or in connection with, such a program activity.

What to do if you Believe You Have Experienced Discrimination: If you think you have been subjected to discrimination under a WIA Title I-financially assisted program or activity, you may file a complaint within 180 days from the date of the alleged violation with either: The recipient's Equal Opportunity (EO) Officer; or the Director, Civil Rights Center (CRC), U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-4123, Washington, DC 20210. If you file your complaint with the recipient, you must wait either until the recipient issues a written Notice of Final Action, or until 90 days have passed (whichever is sooner) before filing with the Civil Rights Center (see address above). If the recipient does not give you a written Notice of Final Action within 90 days of the day on which you filed your complaint, you do not have to wait for the recipient to issue that Notice before filing a complaint with CRC. However, you must file your CRC complaint within 30 days of the 90-day deadline (in other words, within 120 days after the day on which you filed your complaint with the recipient). If the recipient does give you a written Notice of Final Action on your complaint, but you are dissatisfied with the decision or resolution, you may file a complaint with the CRC. You must file your CRC complaint within 30 days of the date on which you received the Notice of Final Action.

For more information contact The RDP Equal Opportunity Employment Officer: The RDP Statewide Program Coordinator, Rural Development Project, Maui Community College, 310 Ka'ahumanu Avenue, Kahului, HI 96732. 808-984-3663.

An equal opportunity employer/program Auxiliary aids/services available upon request for individuals with disabilities – TTY if applicable. FAX: 808-249-2591

Exhibit 4: NOTICE OF FUNDING TEMPLATE



{ YOUR COLLEGE LOGO }

Aloha,

Your request for Rural Development Project (RDP) support of _____, has been approved as a funded project under the U.S. Department of Labor, RJTI/RPD Grant No _____; DUNS No. 965088057.

As a subrecipient of federal funds you are required to meet federal and projects requirements and perform certain duties that may be new to your operation.

Items of Importance:

1. RDP requires that participants in your program complete the RDP Intake forms.
2. A separate sub-account will be created for your program.
3. All purchases of equipment, supplies and other items must be approved and procured by the Rural Development Project. **{DELETE IF YOUR CONTRACT OR MOA STATES OTHERWISE}**
4. You must designate a contact person for the project. If you change the contact person, you are required to provide RDP the contact person's name and phone number. Your contact person is responsible for distributing the RDP Intake Form to all program participants and for submitting the completed Intake Forms to RDP.
5. Only the target group identified in your contract or agreement will be provided services under this agreement.
6. Quarterly Reports and a Final Report must be submitted in conformance with the deadlines specified your agreement.
7. **{ADD ITEMS OF IMPORTANCE SPECIFIC TO YOUR PROGRAM}**

These important items protect the integrity and accountability of our program. RDP funding is made possible by the support of Senator Daniel K. Inouye and the Department of Labor. We are responsible for documenting program accomplishments and have a fiduciary responsibility required by federal funds.

If you have any questions regarding requirements outlined in this letter please contact, {NAME} {TITLE} at {TELEPHONE NUMBER}.

Sincerely,

John Dunncliffe, RDP Statewide Coordinator **{YOUR CHANCELLOR OR PROJECT DIRECTOR}**