

78 413



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION FOR CHILDREN, YOUTH & FAMILIES

MAY 13 '13 PM 1:59 DAS

129 PLEASANT STREET, CONCORD, NH 03301-3857
 603-271-4451 1-800-852-3345 Ext. 4451
 FAX: 603-271-4729 TDD Access: 1-800-735-2964

Nicholas A. Toumpas
 Commissioner

Maggie Bishop
 Director

May 1, 2013

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

100% of Federal

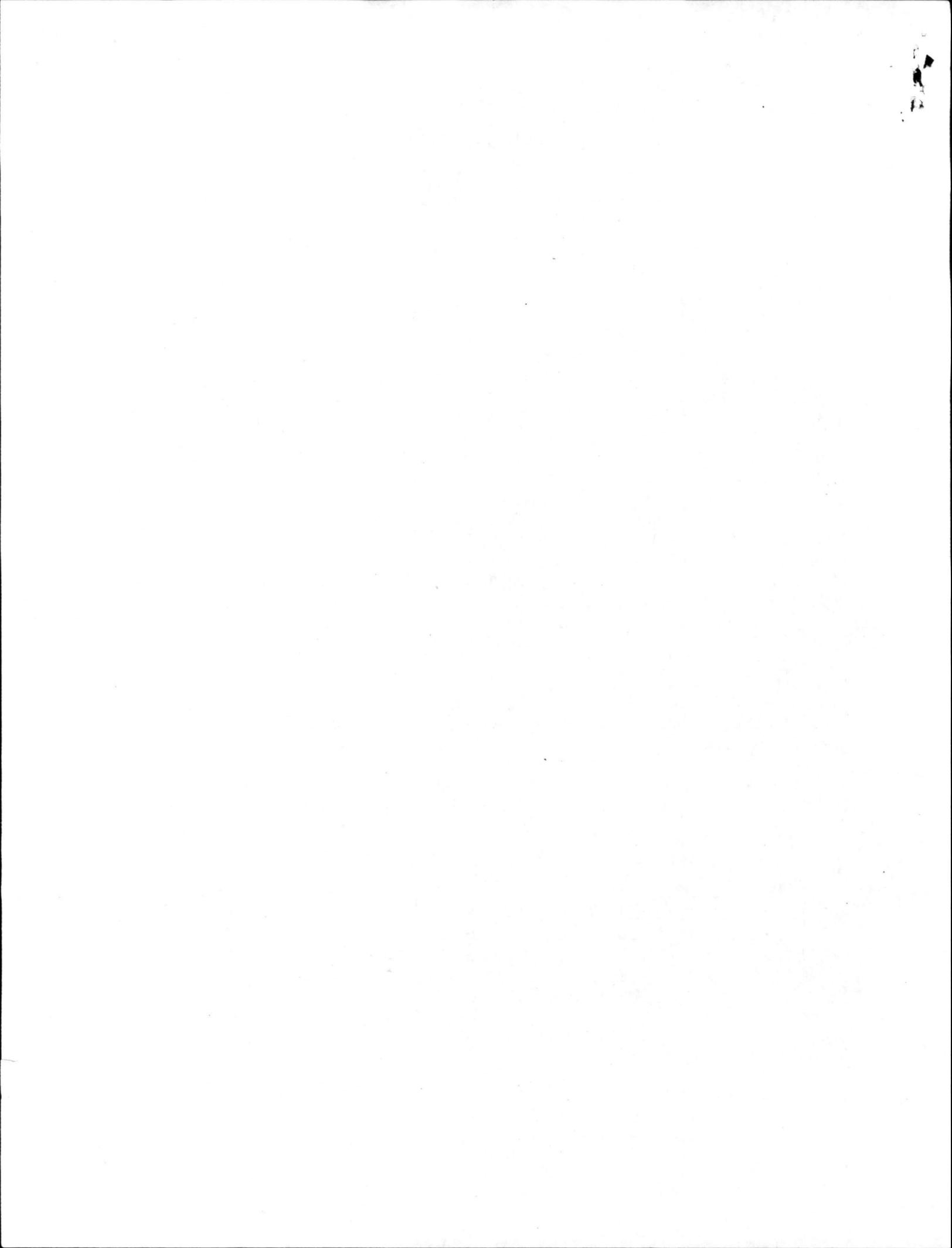
REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to exercise a renewal option (Purchase Order # 1012109) with University System of New Hampshire, Granite State College, (Vendor #177491 B001) 26 College Drive, Concord, NH 03301 by increasing the price limitation by \$64,000 from \$556,000 to \$620,000 and extending the completion date from June 30, 2013 to December 31, 2013 for the provision of Early Child Care Tuition Assistance effective July 1, 2013. Governor and Council approved the original agreement on April 1, 2009, (Item #83) and a subsequent renewal on June 8, 2011, (Item #103).

Funds to support this request are anticipated to be available in the following account in SFY 2014 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-42-421110-29780000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD DEVELOPMENT, CHILD CARE DVLP-QUALITY ASSURE

Class/Account	Title	Activity Code	State Fiscal Year	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
102-500731	Contracts For Program Services	40035205	2010	\$150,000	\$0	\$150,000
102-500731	Contracts For Program Services	40035205	2011	\$150,000	\$0	\$150,000
102-500731	Contracts For Program Services	40035205	2012	\$128,000	\$0	\$128,000
102-500731	Contracts For Program Services	40035205	2013	\$128,000	\$0	\$128,000
102-500731	Contracts For Program Services	40035205	2014	\$0	\$64,000	\$64,000
			Total	\$556,000	\$64,000	\$620,000



EXPLANATION

The original agreement approved by Governor and Council on April 1, 2009, Item #83 as well as subsequent renewal approved by the Governor and Council on June 8, 2011, Item #103 included provisions for the renewal of this contract subject to the continued availability of funds, satisfactory performance of services and approval by Governor and Executive Council. The vendor has provided satisfactory performance of services and the Division is now requesting that the Governor and Executive Council approve a six-month extension of this contract. The Department has concluded research regarding alignment of service delivery and will be issuing a Request for Proposals by September 2013 for this service. Services will be competitively bid.

New Hampshire is federally required by 45 CFR 98.51 to use Federal Child Care Development Funds to increase the availability, accessibility, and quality of child care programs throughout the State. These expenditures are required to maintain federal funding for the NH Child Care Scholarship Program that provides child care subsidies to families to help them continue working or participating in a job search activity. This request meets the conditions of the federal mandate through the provision of tuition assistance for students studying early care and education. These courses will be made available throughout the state by a combination of traditional and on-line format courses.

New Hampshire children and their families benefit from well-educated early childhood professionals who can offer quality care to young children. The salaries of the vast majority of child care professionals in New Hampshire do not allow opportunities in higher education without financial hardship. The provision of this tuition assistance will remove a significant barrier for many early childhood professionals to become more qualified to deliver care in child care settings throughout New Hampshire. Low-income families will also benefit by the continuance of available child care subsidies provided through the NH Child Care Scholarship Program.

Should Governor and Council not authorize this Request the quality of care offered to young children and the education of the child care workforce may diminish. Additionally, federal sanctions could result in a reduction in federal funds to support the Child Care Scholarship Program resulting in financial hardship for families dependent on subsidized child care to remain employed or participating in a job search activity.

This contract is awarded as the result of a competitive bid process. On October 1, 2008 the Division issued a Request for Proposals for Statewide College Tuition Assistance for Early Care and Education Providers, that was published on the Department's web site and advertised in the New Hampshire Union Leader October 1 – 3, 2008. Three agencies submitted proposals; Southern New Hampshire University, Granite State College, and the Community College System of New Hampshire. The Evaluation Team was comprised of representatives from the Child Development Bureau, a representative from the Child Care Advisory Council, and a licensed child care provider. The evaluation committee recommended entering into an agreement with Granite State College due to its past and current performance, the ability to work well with the Department, its ability to provide the courses statewide, and its demonstrated program management and organizational capacity to carry out the service within the required timeframes.

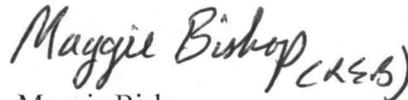
The Agreement has overall performance measures with negotiated goals to determine the success of the contract. These performance measures include the application of an evaluation tool to determine efficient service delivery, and the number of students 3 months after receiving assistance who are still working in the field. Recipients of scholarships who are no longer working in the field of early care and education are required to return the assistance. Goals will be evaluated on a quarterly basis and performance that does not meet the negotiated expectations may result in financial penalties or a termination of the contract as described and authorized in the agreement.

Source of Funds: 100% Federal Department of Health and Human Services Funds.

Area Served: Statewide.

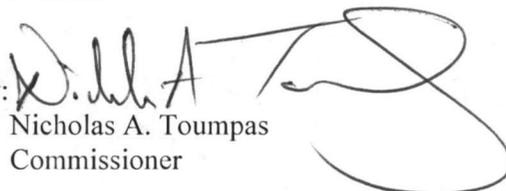
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Handwritten signature of Maggie Bishop in cursive, with the initials "M.B." written at the end.

Maggie Bishop
Director

Approved by:

Handwritten signature of Nicholas A. Toumpas in cursive, consisting of a large, stylized loop.

Nicholas A. Toumpas
Commissioner

AMENDMENT #2 to
COOPERATIVE PROJECT AGREEMENT
between the
STATE OF NEW HAMPSHIRE,
and the

Granite State College of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on 4/1/09, item # 82, for the Project titled "Early Child Care Tuition Assistance," Campus Project Director, Tessa McDonnell, is and all subsequent properly approved amendments are hereby modified by mutual consent of both parties for the reason(s) described below:

Purpose of Amendment (Choose all applicable items):

- Extend the Project Agreement and Project Period end date, at no additional cost to the State.
- Provide additional funding from the State for expansion of the Scope of Work under the Cooperative Project Agreement.
- Other: Extend the Project Period end date and provide additional funding from the State

Therefore, the Cooperative Project Agreement is and/or its subsequent properly approved amendments are amended as follows (Complete only the applicable items):

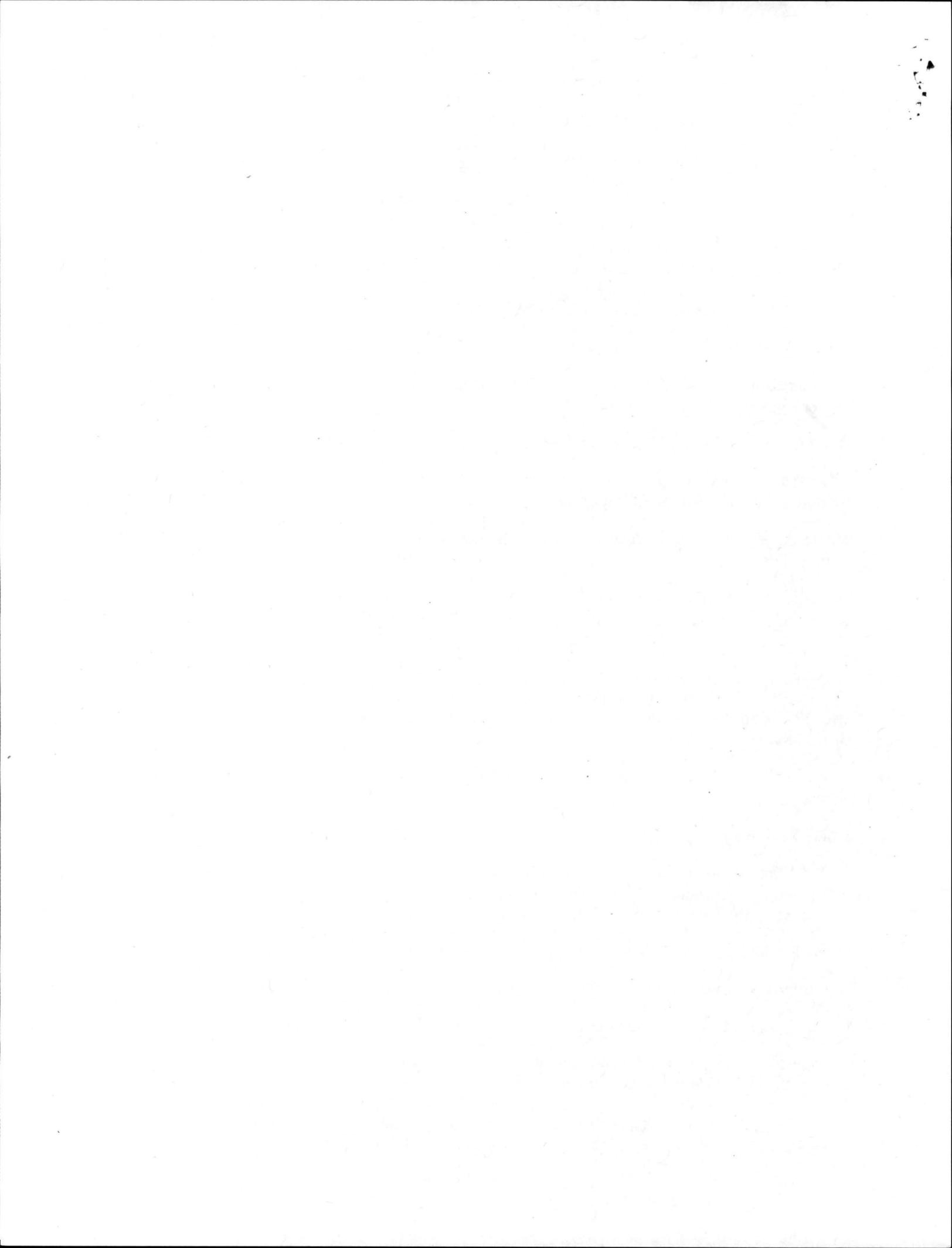
- Article A. is revised to replace the State Department name of _____ with _____ and/or USNH campus from _____ to _____.
- Article B. is revised to replace the Project End Date of _____ with the revised Project End Date of _____, and Exhibit A, article B is revised to replace the Project Period of _____ - _____ with _____ - _____.
- Article C. is amended to expand Exhibit A by including the proposal titled, " _____ ," dated _____.
- Article D. is amended to change the State Project Administrator to _____ and/or the Campus Project Administrator to _____.
- Article E. is amended to change the State Project Director to _____ and/or the Campus Project Director to _____.
- Article F. is amended to add funds in the amount of **\$64,000** and will read:

Total State funds in the amount of **\$620,000** have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

- Article F. is amended to change the cost share requirement and will read:
Campus will cost-share _____ % of total costs during the amended term of this Project Agreement.
- Article F. is amended to change the source of Federal funds paid to Campus and will read:

Federal funds paid to Campus under this Project Agreement as amended are from Grant/Contract/Cooperative Agreement No. _____ from _____ under CFDA# _____. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached


5/2/13



to this document as **revised** Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

- Article G. is exercised to amend Article(s) _____ of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, as follows:

Article _____ is amended in its entirety to read as follows:
Article _____ is amended in its entirety to read as follows:

- Article H. is amended such that:
 - State has chosen **not to take** possession of equipment purchased under this Project Agreement.
 - State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.
- Exhibit A is amended as attached.
- Exhibit B is amended as attached.

All other terms and conditions of the Cooperative Project Agreement remain unchanged.

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

This Amendment and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire or other authorized officials approve this Amendment to the Cooperative Project Agreement.

IN WITNESS WHEREOF, the following parties agree to this **Amendment #** _____ to the Cooperative Project Agreement.

By An Authorized Official of:
Granite State College
Name: Lisa Shawney
Title: Dean of Financial Affairs
Signature and Date: *Lisa Shawney* 5/2/13

By An Authorized Official of: the New Hampshire Office of the Attorney General
Name: *Jeanne P. Herrick*
Title: *Attorney*
Signature and Date: *Jeanne P. Herrick* 5/3/13

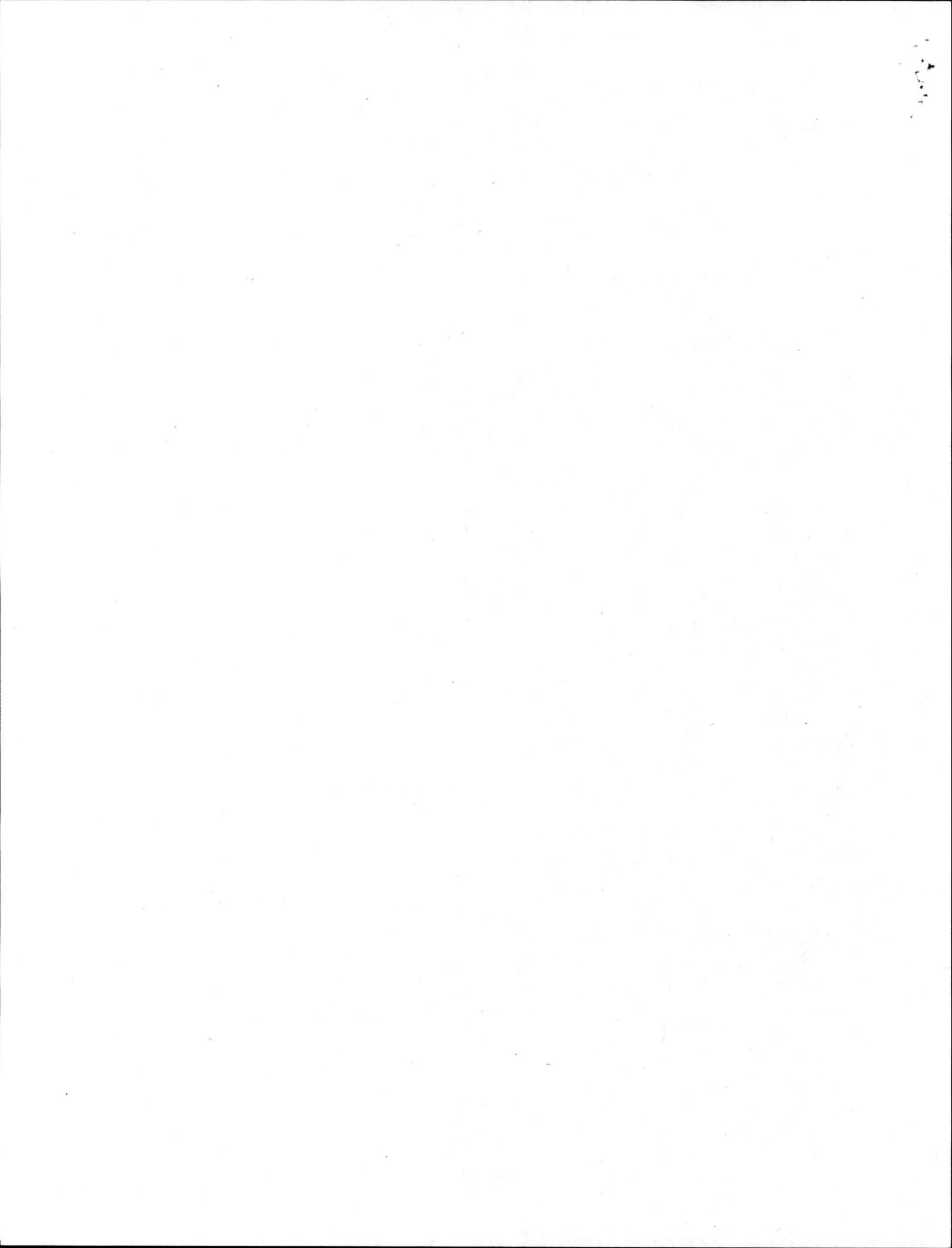
By An Authorized Official of:
Division for Children, Youth and Families
Name: Maggie Bishop
Title: Director
Signature and Date: *Robert E. Brunner* 05/2/2013
Maggie Bishop (KEB)

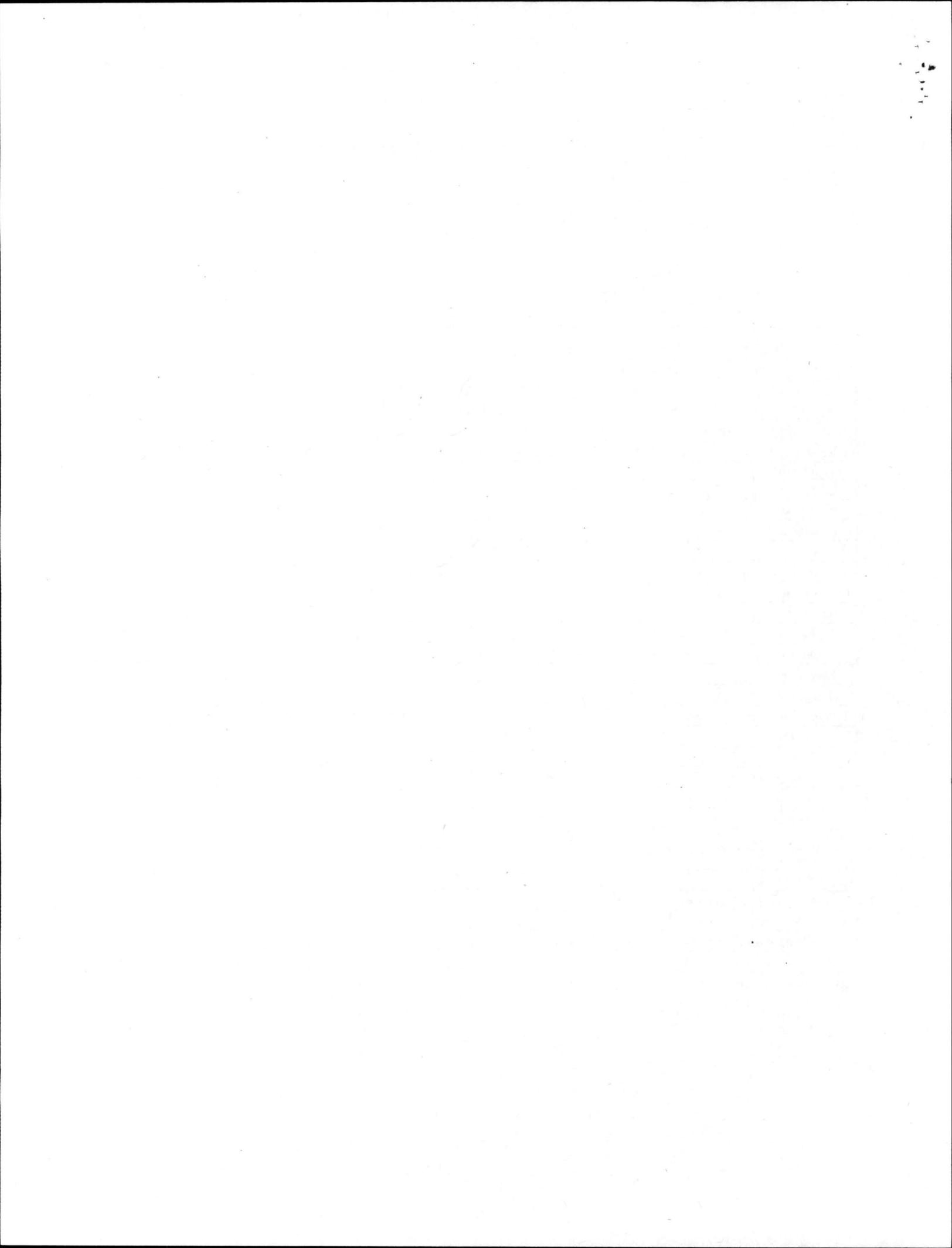
By An Authorized Official of: the New Hampshire Governor & Executive Council
Name: _____
Title: _____
Signature and Date: _____

EXHIBIT A

- A. Project Title:**
- B. Project Period:** July 1, 2009-December 31, 2013
- C. Objectives:**
- D. Scope of Work:**
- E. Deliverables Schedule:**
- F. Budget and Invoicing Instructions:**

[Handwritten signature]
[Handwritten date: 9/13]







STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION FOR CHILDREN, YOUTH & FAMILIES

129 PLEASANT STREET, CONCORD, NH 03301-3857
 603-271-4451 1-800-852-3345 Ext. 4451
 FAX: 603-271-4729 TDD Access: 1-800-735-2964

Nicholas A. Toumpas
 Commissioner

Maggie Bishop
 Director

JUN 08 2011

G&C Approved

Date 6/8/11
 Item # 103104

April 29, 2011

4-1
 5ND

His Excellency, Governor John H. Lynch
 and the Honorable Executive Council
 State House
 Concord, New Hampshire 03301

100% Federal funds

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to exercise a renewal option (Purchase Order # 1012109) with University System of New Hampshire, Granite State College Durham, New Hampshire (Vendor #177491 B001) 26 College Drive, Concord, NH 03301 by increasing the price limitation by \$256,000.00 from \$300,000.00 to \$556,000.00 and extending the completion date from June 30, 2011 to June 30, 2013 for the provision of Early Child Care Tuition Assistance effective July 1, 2011. Governor and Council approved the original agreement on April 1, 2009, Item #83. Funds to support this request are anticipated to be available in the following account in SFY 2012 and SFY 2013 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts if needed and justified between State Fiscal Years.

05-95-40-403510-56890000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS,
 HHS: CHILDREN AND YOUTH, CHILD DEVELOPMENT, CHILD CARE DVLP-QUALITY ASSURE

Class/Object	Title	Activity Code	State Fiscal Year	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
102-500731	Contracts For Program Services	40035205	2010	\$150,000.00	\$0.00	\$150,000.00
102-500731	Contracts For Program Services	40035205	2011	\$150,000.00	\$0.00	\$150,000.00
102-500731	Contracts For Program Services	40035205	2012	\$0.00	\$128,000.00	\$128,000.00
102-500731	Contracts For Program Services	40035205	2013	\$0.00	\$128,000.00	\$128,000.00
Subtotal				\$300,000.00	\$256,000.00	\$556,000.00

EXPLANATION

New Hampshire is federally required by 45 CFR 98.51 to use Federal Child Care Development Funds to increase the availability, accessibility, and quality of child care programs throughout the State. These expenditures are required to maintain federal funding for the NH Child Care Scholarship Program that provides child care subsidies to families to help them continue working or participating in a job search activity. This

requested action meets the conditions of the federal mandate through the provision of tuition assistance for students studying early care and education. These courses will be made available throughout the state by a combination of traditional and on-line format courses.

New Hampshire children and their families benefit from well-educated early childhood professionals who can offer quality care to young children. The salaries of the vast majority of child care professionals in New Hampshire do not allow opportunities in higher education without financial hardship. The provision of this tuition assistance will remove a significant barrier for many early childhood professionals to become more qualified to deliver care in child care settings throughout New Hampshire. Low-income families will also benefit by the continuance of available child care subsidies provided through the NH Child Care Scholarship Program.

Should Governor and Council not authorize this Request the quality of care offered to young children and the education of the child care workforce may diminish. Additionally, federal sanctions could result in a reduction in federal funds to support the Child Care Scholarship Program resulting in financial hardship for families dependent on subsidized child care to remain employed or participating in a job search activity.

This contract is awarded as the result of a competitive bid process. On October 1, 2008 the Division issued a Request for Proposals for Statewide College Tuition Assistance for Early Care and Education Providers, that was published on the Department's web site and advertised in the New Hampshire Union Leader October 1 - 3, 2008. On October 14, 2008 a Bidder's Conference was held to discuss and to respond to any questions or concerns of prospective bidders. Three prospective bidding agencies sent representatives to the conference. As of the closing date, all three agencies submitted proposals; Southern New Hampshire University, Granite State College, and the Community College System of New Hampshire. The Evaluation Team was comprised of representatives from the Child Development Bureau, a representative from the Child Care Advisory Council, and a licensed child care provider. The scoring summary is attached (Attachment A). Granite State College's proposal scored 180.8 points out of 200 points and Southern New Hampshire Service's proposal scored 105.2 points. CCSNH's proposal was not scored because it exceeded the price limitation set forth under the specifications of the request for proposals. The evaluation committee recommended entering into an agreement with Granite State College due to its past and current performance, the ability to work well with the Department, its ability to provide the courses statewide, and its demonstrated program management and organizational capacity to carry out the service within the required timeframes.

The original Request submitted to and approved by Governor and Council April 1, 2009, Item #83 as well as the agreement itself, included a provision for the renewal of this contract for up to two additional years subject to the continued availability of funds, satisfactory performance of services and approval by Governor and Executive Council. At this time the vendor has been determined to have met the satisfactory performance of services and the Division is now requesting that the Governor and Executive Council approve a two-year extension of this contract.

The Agreement has overall performance measures with negotiated goals to determine the success of the contract. These performance measures include the application of an evaluation tool to determine efficient service delivery, and the number of students 3 months after receiving assistance who are still working in the field. Recipients of scholarships who are no longer working in the field of early care and education are required to return the assistance. Goals will be evaluated on a quarterly basis and performance that does not meet the

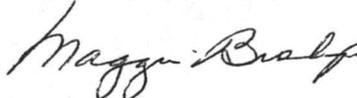
negotiated expectations may result in financial penalties or a termination of the contract as described and authorized in the P-37 agreement.

Source of Funds: 100% Federal Department of Health and Human Services Funds.

Area Served: Statewide.

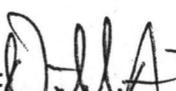
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Maggie Bishop
Director

Approved by:



Nicholas A. Toumpas
Commissioner

Proposal Evaluation Summary
Statewide College Tuition Assistance for Early Care and Education
Providers RFP # 09-DCYF-CDP-STA-03
 Date 12/3/2008

Evaluator Name: Average of All Scores

Individual Evaluator Scores

Individual Evaluator Scores

1. General Evaluation Criteria - Up to 25 Points

	Southern NH University		Granite State College		Southern NH University					Granite State College				
	Average	Raw	Average	Raw	Baerbel Willis	Kathryn Armstrong	Julie McConnell	Deborah Madigan	Gail Getlens	Baerbel Willis	Kathryn Armstrong	Julie McConnell	Deborah Madigan	Gail Getlens
a	3.4	17.0	5.0	25.0	3.0	4.0	4.0	3.0	3.0	5.0	5.0	5.0	5.0	5.0
b	2.4	12.0	4.8	24.0	2.0	2.0	4.0	2.0	2.0	4.0	5.0	5.0	5.0	5.0
c	3.8	19.0	4.6	23.0	3.0	5.0	3.0	5.0	3.0	3.0	5.0	5.0	5.0	5.0
d	3.0	15.0	4.6	23.0	4.0	5.0	2.0	2.0	2.0	5.0	4.0	4.0	4.0	5.0
e	1.8	9.0	4.2	21.0	1.0	2.0	2.0	2.0	2.0	5.0	3.0	3.0	5.0	5.0
Sub Total	14.4	72.0	23.2	116.0	13.0	18.0	15.0	14.0	12.0	22.0	23.0	22.0	24.0	25.0

2. Specific Evaluation Criteria

Experience - up to 50 points

	Southern NH University		Granite State College		Southern NH University					Granite State College				
	Average	Raw	Average	Raw	Baerbel Willis	Kathryn Armstrong	Julie McConnell	Deborah Madigan	Gail Getlens	Baerbel Willis	Kathryn Armstrong	Julie McConnell	Deborah Madigan	Gail Getlens
a	6.4	32.0	10.0	50.0	8.0	8.0	4.0	8.0	4.0	10.0	10.0	10.0	10.0	10.0
b	3.2	16.0	10.0	50.0	4.0	7.0	4.0	1.0	0.0	10.0	10.0	10.0	10.0	10.0
c	1.2	6.0	9.4	47.0	1.0	4.0	1.0	0.0	0.0	10.0	10.0	7.0	10.0	10.0
d	7.4	37.0	8.2	41.0	10.0	10.0	7.0	7.0	3.0	7.0	10.0	10.0	7.0	10.0
e	7.4	37.0	9.2	46.0	8.0	10.0	8.0	8.0	3.0	8.0	10.0	8.0	10.0	10.0
Sub Total	25.6	128.0	46.8	234.0	31.0	39.0	24.0	24.0	10.0	45.0	47.0	45.0	47.0	50.0

Program Description - up to 50 points

	Southern NH University		Granite State College		Southern NH University					Granite State College				
	Average	Raw	Average	Raw	Baerbel Willis	Kathryn Armstrong	Julie McConnell	Deborah Madigan	Gail Getlens	Baerbel Willis	Kathryn Armstrong	Julie McConnell	Deborah Madigan	Gail Getlens
a	5.6	28.0	9.6	48.0	4.0	8.0	8.0	4.0	4.0	8.0	10.0	10.0	10.0	10.0
b	8.0	40.0	10.0	50.0	8.0	10.0	8.0	10.0	4.0	10.0	10.0	10.0	10.0	10.0
c	5.6	28.0	8.2	41.0	7.0	7.0	7.0	7.0	0.0	10.0	7.0	7.0	7.0	10.0
d	2.6	13.0	10.0	50.0	1.0	3.0	3.0	3.0	3.0	10.0	10.0	10.0	10.0	10.0
e	5.6	28.0	9.4	47.0	1.0	10.0	7.0	7.0	3.0	10.0	10.0	7.0	10.0	10.0
Sub Total	27.4	137.0	47.2	236.0	21.0	38.0	33.0	31.0	14.0	48.0	47.0	44.0	47.0	50.0

**AMENDMENT #1 to
COOPERATIVE PROJECT AGREEMENT**
between the
STATE OF NEW HAMPSHIRE,
and the

Granite State College of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on April 1, 2009, item # 82, for the Project titled "Early Child Care Tuition Assistance", Campus Project Director, Tessa McDonnell is and all subsequent properly approved amendments are hereby modified by mutual consent of both parties for the reason(s) described below:

Purpose of Amendment (Choose all applicable items):

- Extend the Project Agreement and Project Period end date, at no additional cost to the State.
- Provide additional funding from the State for expansion of the Scope of Work under the Cooperative Project Agreement.
- Other: Extend the Project Agreement and Project Period end date and provide additional funding from the State.

Therefore, the Cooperative Project Agreement is and/or its subsequent properly approved amendments are amended as follows (Complete only the applicable items):

- Article B. is revised to replace the Project End Date of **6/30/2011** with the revised Project End Date of **6/30/2013**, and Exhibit A, article B is revised to replace the Project Period of **7/1/2009 6/30/2011** with **7/1/2009 - 6/30/2013**.
- Article D. is amended to change the State Project Administrator to **Patrick McGowan** and/or the Campus Project Administrator to .
- Article F. is amended to add funds in the amount of **\$256,000.00** and will read:

Total State funds in the amount of **\$556,000.00** have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

- Exhibit A is amended as attached.
- Exhibit B is amended as attached.
- Exhibit B-1 is amended as attached.
- Exhibit B-2 is amended as attached.

All other terms and conditions of the Cooperative Project Agreement remain unchanged.

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

Campus Authorized Official

Date 4/5/11

This Amendment and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire or other authorized officials approve this Amendment to the Cooperative Project Agreement.

IN WITNESS WHEREOF, the following parties agree to this **Amendment #1** to the Cooperative Project Agreement.

By An Authorized Official of:

Granite State College

Name: Lisa Shawney

Title: Dean of Finance and Administration

Signature and Date: *Lisa Shawney* 4/15/11

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

Name: *Jeanne P. Herrick*

Title: *Attorney*

Signature and Date: *Jeanne P. Herrick*
4/24/2011

By An Authorized Official of:

Division for Children, Youth and Families

Name: Maggie Bishop

Title: Director

Signature and Date: *Maggie Bishop* 4/14/11

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

Name: _____

Title: _____

Signature and Date: _____ JUN 08 2011

[Signature]

DEPUTY SECRETARY OF STATE

Campus Authorized Official

Date *[Signature]* 4/15/11

**EXHIBIT A
SCOPE OF SERVICES**

DATE: January 22, 2009
PROJECT: Statewide College Tuition Assistance for Early Care and Education Providers
PERIOD: July 1, 2009 to June 30, 2013
NAME: Granite State College
ADDRESS: 8 Old Suncook Road Concord, NH 03301
TELEPHONE: 603-513-1335
REPRESENTATIVE: Lisa Shawney

1. Provisions Applicable to All Services

- 1.1 The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State Court orders may have an impact on the Services described herein, the State has the right to modify service priorities and expenditure requirements under this Contract so as to achieve compliance therewith, in which event the price limitations for such service(s) shall be renegotiated;
- 1.2 The Contractor agrees to use its best efforts to apply for any and all appropriate public and private sources of funds, which are applicable to the funding of the Services described herein. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such sources of funds; and
- 1.3 Exhibit A represents the full scope of services the Contractor must complete;

2. Population to be Served

- 2.1 Eligible Child Care Providers Statewide from Licensed Family-based and Center-based Child Care Programs and Eligible License Exempt Child Care Providers.

3. Program Goals

- 3.1 During the contract period the Contractor shall:
 - a. Increase the supply of well trained staff in the field of early care and education;
 - b. Offer a continuum of college level training that reflects the Core knowledge areas;
 - c. Provide financial assistance to eligible participants;
 - d. Provide access to infant/toddler courses to participants in each region;
 - e. Increase the number of providers who achieve licensing and credentialing;
 - f. Maximize the use of training funds by coordinating with the Child Care Resource & Referral contractors (CCR&R) as well as with other educational institutions;

- g. Provide orientation to college for early childhood providers in trainings with CCR&R's; and
- h. Introduce new learners to academic and online support services;

4. Program Operations – Training

- 4.1 Granite State College (GSC) will provide college level child care training through existing early childhood courses to eligible participants statewide. Eligible participants are defined as "those individuals presently working actively in child care in either a center-based child care program or a family-based child care program". Additionally the CDB has approved funding for qualified employees of the New Hampshire CCR&R network. GSC, in their promotional materials, visits with collaborating agencies, and instructions to staff and recruiters, shall clearly identify the criteria for eligibility. On the application form GSC shall require information on employment and a copy of the center's license where appropriate. The information provided will be cross-referenced with the list of current centers as provided the Child Care Licensing Unit. Qualified applicants from license exempt settings shall also be eligible;
- 4.2 GSC shall provide an array of early childhood college level courses at frequency and in locations appropriate to meet the needs of providers statewide. Courses shall be offered at these centers wherever a cohort group of ten or more students can be identified. GSC is not limited to offering courses only at their locations and shall be willing to negotiate off-site locations provided that facilities meet GSC operational standards and are available at no additional cost to DCYF or the GSC;
- 4.3 GSC shall offer one section of an infant/toddler course in two regions per year and provide access to the other areas of the state through online delivery. The Infant/Toddler course (SOSC 510) shall be offered in the south and east regions see tentative course schedule, Exhibit A-3, which shall be updated annually. The revised schedule is a draft and the time of year and/or specific location may change. A section offered online will meet the requirement of the course being offered in all the regions;
- 4.4 GSC courses are all four credits (4 cr.). Individuals may enroll either as degree candidates or for continuing education (non-degree). The college's degrees in Early Childhood follow the National Association for the Education of Young Children (NAEYC) standards for two-year and four-year academic programs. Courses are outcome based and participants shall be expected to demonstrate their understanding of the major objectives in each area. Classes are interactive, focused on learner needs and content essential for quality child care. All course content shall address current professional NAEYC standards, State licensing requirements, the NH Core Knowledge Areas defined in the most current DHHS publication *NH Early Childhood Professional Development System*, and the NH Early Learning Guidelines. The Core Knowledge Areas to be covered shall be articulated in all publicity and again during the presentation of course material. Throughout the duration of the agreement, all of the Core Knowledge Areas shall be addressed (Exhibit A-1, NH Core Knowledge Areas and GSC courses; Exhibit A-2, NAEYC Standards and GSC courses);
- 4.5 GSC shall work with the New Hampshire CCR&R to maintain up-to-date information on the training needs of providers as seen by these agencies, and to use this information in the planning for course offerings. Any information provided by the CCR&R may mean adjustments to the schedule and may affect the actual numbers of participants in each of the tuition categories. Changes that come about as a result of needs identified by the CCR&R agencies or the Child Development Bureau during the contract period shall only be implemented with prior

Page 2 of 10

Exhibit A

Campus Authorized Official 

Date 7/5/11

approval of the CDB Administrator. Targets for participation may be adjusted due to any changes that are implemented;

- 4.6 GSC shall work with the New Hampshire CCR&R to publicize the availability of these courses to the broadest audience of potential participants. The Early Childhood Education (ECE) Tuition Assistance Coordinator shall meet with the CCR&R and shall provide notices and scheduling information for publication in all CCR&R newsletters and if appropriate on their web site. Additionally, brochures, course registration materials, college catalogs, shall be available in each of the CCR&R offices. The Tuition Assistance Application Form is available online via the GSC website (www.granite.edu) one week prior to the opening of registration each term;
- 4.7 GSC shall encourage and work with new and/or license exempt providers to apply for licensing through course material presented in five (5) courses (and in others when appropriate). Specific outcomes and/or activities for EDU 550 *Foundations of Early Childhood Education*, EDU 544 *Program Administration for Family Child Care*, EDU 604 *Enhancing Supervision through Mentoring*, EDU 605 *Early Childhood Program Administration*, and EDU 650 *Professionalism in ECE* cover the importance of licensing. Licensing specialists shall be invited as guests to classes for these courses. Child Care licensing specialists shall visit classes, or be a guest in online courses and shall inform providers who enroll in courses about the value of licensing and how to become licensed;
- 4.8 GSC shall encourage and work with providers to apply for the appropriate level Early Childhood Credential and through additional training, to prepare to apply for a higher-level Credential. This shall be accomplished by the following activities:
- a. Dissemination of the DHHS website online link to the *Guide to Early Childhood Careers, NH Early Childhood Professional Development System* in EDU 550 *Foundations of Early Childhood Education* and exploration of professional development and its impact on quality child care;
 - b. Communication with each individual who receives a tuition grant about the credentialing system with an invitation to contact the ECE Tuition Assistance Coordinator for assistance;
 - c. Monitoring of courses completed by participants and follow-up when they meet criteria for eligibility for a credential or mobility to a higher level;
 - d. Provide assistance in completing the Application for an ECE Credential to all that request help or guidance, including ECE faculty; and
 - e. Inclusion of the role of professional development and credentialing in three courses: "Effective Supervision through Mentoring," *Early Childhood Program Administration*," and "Program Administration for Family Child Care Providers;"
- 4.9 GSC shall evaluate how well the program is meeting the training needs of child care providers by administering course evaluations after each offering, which will assess the course outcomes and individual's satisfaction with the education received. At the end of the agreement period a comprehensive survey shall be distributed and responses compiled regarding impact on job performance, as well as personal and professional changes related to college attendance. The CCR&R shall be involved in continual evaluation of local needs, as well as GSC's responsiveness to participants. This information shall be included in the final report;

Page 3 of 10

Exhibit A

Campus Authorized Official

Date 4/15/11

5. Program Operations – Tuition Assistance

- 5.1 GSC shall manage a tuition assistance program that shall provide full and partial tuition assistance for eligible child care providers participating in two and four-year degree programs in early childhood education. GSC shall also provide assistance to college attendees who are not yet admitted to a formal degree program and other participants approved by CDB. Participants must meet the eligibility criteria stipulated in the agreement. Child Care Providers must agree to remain working in early childhood for three months after the completion of the course for which they received tuition assistance;
- 5.2 In-state tuition will be \$1,088 for a four-credit course, out-of-state will be \$1,140 for State Fiscal Year (SFY) 2012. Tuition rates are subject to change and final approval of the University System of New Hampshire (UNH) Board of Trustees. Slots shall be reserved in every course scheduled statewide with geographic consideration of population density and need. Criteria identified by DCYF priorities shall be followed. GSC shall work with the CCR&R agencies, the Child Care Licensing Unit (CCLU), and other agencies to widely disseminate information about the program. The recruitment activities in Section 5.6 – 5.8 outline how the College will identify, recruit, and select program participants. Program participants shall be selected on a first come, first served basis, following the criteria in Section 5.8 "Tuition Assistance;"
- 5.3 The tuition assistance awarded shall be apportioned by geographic region, by term, and by course to insure that there is tuition assistance available during the entire two-year period of the contract (Exhibit A-3, GSC Draft ECE Course Schedule 2011-2012) Individuals who do not receive aid in any given term shall be put on a wait list and shall be given priority for the following term, provided they continue to meet eligibility requirements. Depending upon actual enrollments, GSC may redistribute course slots to meet unanticipated demand or to offset cancelled courses due to low enrollments;
- 5.4 To encourage initial college course enrollment, full tuition assistance for the first course shall be allowed for persons not receiving other financial aid (non-degree students), who are employed in a child care program, and for whom this would be their first college level early childhood course. Subsequent tuition assistance shall be awarded at fifty percent (50%). Tuition assistance shall be credited to the student's account. No aid shall be sent directly to the participant. GSC cannot prohibit students who are admitted to a degree program from applying for federal or state financial aid for assistance in paying for other coursework, educational expenses, or to supplement this tuition assistance. Since degree candidates are eligible for federal aid taking at least one course per term (i.e. half-time status), they may be eligible for aid. In the event that an individual was eligible for financial aid, his or her aid package shall be evaluated with this tuition assistance as an outside source of aid. Depending on his/her eligibility, the financial aid package may be adjusted because of this tuition assistance;
- 5.5 GSC may work with the CDB, as required this agreement, to designate certain courses for which program participants are eligible to receive one hundred percent (100%) tuition assistance. GSC shall receive advance notice of any courses that the CDB identifies for which participants would eligible at one hundred percent (100%) reimbursement, in order for the college to schedule classroom space and locate qualified faculty. Such a request could redistribute designated dollars and the parties understand that such changes would alter the targets;

- 5.6 To insure that the availability of tuition assistance is made known to all licensed child care providers statewide and to those license exempt providers known to DHHS, GSC shall actively identify, recruit, and select program participants. This shall be accomplished by:
- a. E-mail announcements to those who have completed *Child Care Basics* and *Beyond the Basics* based on availability of email addresses;
 - b. Regular meetings with the New Hampshire CCR&R to discuss outreach and to identify programming needs; and
 - c. Articles and course schedules in New Hampshire CCR&R newsletters;
- 5.7 GSC shall publicize the availability of tuition assistance information to potential recipients by providing brochures, course schedules and links to the online tuition application to all contractors. The college shall also use the following strategies to inform potential participants of the tuition assistance available through these training funds:
- a. Advertisements in early childhood organization newsletters;
 - b. Visits to child care centers;
 - c. Announcements on the GSC website www.granite.edu; and
 - d. Articulations with the community colleges and meetings with Head Start directors and educational coordinators;
- 5.8 Priority for tuition assistance will be persons employed in licensed child care or license exempt family child care who:
- a. Are not already enrolled in an early childhood education program or;
 - b. Have completed *Child Care Basics* and *Beyond the Basics* and are ready to enroll in college level courses or;
 - c. Are first time or returning students enrolling in early childhood courses or; and
 - d. Are matriculated in an early childhood associate or bachelor's degree program;
- 5.9 The criteria for eligibility shall be clearly stated on the most current ECE Tuition Assistance Application;
- 5.10 Below is the preliminary work-plan, including the timeline, which addresses all aspects of the requirements of this agreement. Within thirty (30) days of approval of the agreement, and prior to awarding of any assistance under this agreement, GSC shall submit a detailed work-plan for approval by the Administrator of the Child Development Bureau, with the understanding that GSC's reorganization may require adjustments to the plan during the fiscal year. The college shall keep the CDB Administrator informed of all changes to the approved work-plan. The college shall be responsible for keeping all work associated with the agreement on schedule based on the work-plan approved by CDB:

May 2011 –

Page 5 of 10
Exhibit A
Campus Authorized Official 
Date 4/15/11

- Confirm faculty credentials for summer term courses
- Revise application form for SFY 2012
- Create promotional materials for summer
- Notify staff of contract status and distribute information

June 2011 –

- Receive and review application, select award recipients

July 2011 –

- Classes begin

August 2011 –

- Visit CCR&R to begin promotion for fall
- Accept and review applications for fall term
- Verify credentials for fall faculty

September 2011 –

- Classes begin
- Send in First Quarter report

October 2011 –

- Visit child care centers
- Arrange for class visits; Licensing Specialists
- Work with participants preparing credential applications

November 2011 –

- Begin promotion for winter term
- Accept, review applications, select award recipients
- Verify credentials for winter faculty

January 2012 –

- Classes begin
- Send in Second Quarter report

February 2012 –

- Visit with CCR&R and Head Start agencies
- Begin promotion for spring term

March 2012 –

- Visit child care centers
- Accept, review applications, select award recipients
- Verify credentials for spring faculty

April 2012 –

- Classes begin
- Send in Third Quarter report

May 2012 –

- Begin cycle again

5.11 GSC shall include in all application materials statements regarding expectations for participation and completion of the course for which the tuition assistance is awarded. GSC shall counsel, help with appropriate placement, and provide academic support for first time college participants not acclimated or academically prepared for the expectations of higher education. If the tuition assistance recipient fails the course, they will be billed for the amount awarded. The online application form includes a verification check box whereby the applicant will agree to the terms of the award. The award letter shall also specify this condition. Petitions regarding unusual and/or extenuating circumstances for a withdrawal shall be reviewed in accordance with GSC's standard operating procedures. GSC shall make changes to the language on its ECE Tuition Assistance Application as recommended by the Child Development Bureau Administrator;

5.12 GSC has established a procedure to collect payment. If the student does not fulfill the conditions of the grant, the grant amount will be removed from his/her student account; he/she will be charged the amount of tuition due and will be notified of this obligation. Consequences for non-payment: Learners who do not pay by the designated due date will have holds placed on their account that prevents them from registering for future terms or from obtaining transcripts. Initial Collection Efforts: Any receivable account balance, which remains unpaid for 90 days after the initial payment due date shall be processed internally by the Student Account's Office. The department will take appropriate collection steps, including, but not limited to, running calls and letters, placement with collection agencies and/or contact with credit bureaus;

- a. For accounts less than \$10, no collection work is necessary to write off balances, but CFO or designee advance approval is still required. For accounts \$10 or more, but less than \$100, the department must make at least 2 good faith efforts to collect by letter or telephone. For accounts of \$100 or more, at least 3 good faith efforts to collect must be made or documented;
- b. If the account remains unpaid after 45 days in the collection process (i.e. 135 days past the original due date), the account will be evaluated for transfer to an appropriate collection agency; and
- c. If the account is returned by a collection agency as uncollectible, the account record will again be reviewed to determine if further collection agency placement should be taken, before a recommendation to write off the account will be made;

6. Staff Qualifications and Training

6.1 GSC's Early Childhood Education faculty consists of professionals in the field with graduate degrees in the field (primarily M.Ed. degrees). Faculty who teach early childhood courses will be encouraged to apply for the Early Childhood Credential at the as outlined in the *NH Early Childhood Professional Development System* handbook. Only students enrolled in classes taught by credentialed faculty will be eligible for Tuition Assistance;

6.2 GSC shall employ a staff person designated to assume responsibilities of liaison and coordination activities with the designated person in the Child Development Bureau, advisory committees, consumers and provider groups. The part-time staff member shall be the primary recruiter/coordinator for this grant; and

6.3 Under the work-plan there will be no direct contact with children as part of the conditions of employment for any staff, and as such GSC does not require criminal background checks and/or central registry screenings of its staff;

7. Performance Measures and Outcomes

7.1 GSC shall meet 95% of the minimum target goals for the number of course offerings and the geographic distribution.

- a. During 2011–2012, 23 courses have been tentatively scheduled in Rochester, Manchester, Concord and online; and
- b. GSC shall review its statewide scheduling annually. A revised course schedule shall be available in June 2011. The college shall submit a revised schedule to the CDB with the intent of meeting the stated target goal;

7.2 GSC shall schedule courses that are part of the Associate in Science in Early Childhood Education and Bachelor of Science in Early Childhood Education. The alignment of the curriculum and national and state standards are presented in Exhibit A-2, *GSC courses and NH ECE Core Knowledge Areas* and Exhibit A-1, *GSC courses and NAEYC standards*. The number, frequency, and geographic distribution of courses are outline in the tentative 2011-2012 schedule (Exhibit A-3). In addition to the draft College schedule, courses will also be offered at Child Care Centers in the west and north regions to meet the goal of providing statewide access;

7.3 GSC shall make every effort to meet 95% of the minimum target goals for the numbers of participants, including the number of unduplicated participants and the geographic distribution of participants. Approved requests made by the CDB and/or the CCR&R for special sections may alter these targets:

- a. Number of grants awarded – 160 each state fiscal year;
- b. Unduplicated participants – 100 each state fiscal year; and
- c. Geographic distribution (headcount): 10 in the North, 50 in the East, 25 in the West, and 80 in the South;

7.4 GSC shall meet 95% of the minimum target goals for first time students, projected at a total of 35 per SFY;

7.5 GSC shall meet 95% of the minimum target goals for developing a relationship with the Child Care Licensing Unit to inform students about licensing. As covered in Section 5.7, plans shall be made with the CDB for distribution of materials and participation of licensing specialists as guests in designated ECE courses. The ECE Coordinator hired to manage the program shall be responsible for insuring that these activities take place;

7.6 GSC shall meet 100% of the minimum target goals for providers who are assisted to apply for initial Early Childhood credentialing and the number who achieve credentialing at a higher level. Every individual who receives tuition assistance shall receive information about credentialing. During each of the two (2) state fiscal years 15 individuals will request assistance in applying for a credential;

7.7 GSC shall meet 95% of the minimum target goals for the number of coordinated trainings with the CCR&R and other educational institutions. GSC shall collaborate in providing "Thinking about Going to College?" trainings with CCR&R in areas determined by identified interest and need. Cooperative scheduling shall be pursued with the Community Colleges; and

7.8 GSC shall demonstrate a minimum of an eighty percent (80%) rating or higher of general consumer satisfaction and a ninety percent (90%) or higher rating of satisfaction for education and services received from participants who are current child care providers:

- a. Course evaluations shall be reviewed after each term for each section;
- b. End of grant survey shall be distributed in July 2013; and
- c. The responses from these measures will assist in subsequent offerings and faculty development as appropriate;

8. Records and Reports

8.1 GSC shall compile outcome statistics for each of the measures identified in this Section and in Section 4 and shall include them in the reports at the end of each term of classes. This data shall be provided on forms jointly developed by the CDB and the college. Such reports shall be forwarded to the Administrator of the Child Development Bureau or her designee by the 30th day of the month following the end of each term and at the end of each contract year. A complete compilation for the two-year contract period shall be forwarded along with the final billing within sixty (60) days of the conclusion of the contract period. The college shall maintain detailed supporting documentation to support these reports, which shall be available for CDB review upon request;

8.2 The reports shall include the courses provided and the location of these course offerings, the number of course enrollments, the number of full and partial tuition assistance awards, the unduplicated count of individuals served during the reporting period, the total number of training hours provided, and the client profile data;

8.3 GSC shall report on recruiting efforts undertaken to insure equitable access to tuition assistance. The reports shall be submitted on a quarterly basis and shall include all outreach efforts, contacts with agencies, needs assessments and progress with collaboration projects;

8.4 GSC shall maintain detailed supporting documentation to support these reports that shall be available for CDB review upon request, including reports on applications and participation, correspondence with participants, promotional materials, survey results, and course evaluations;

8.5 Reports shall be forwarded to the Administrator of the Child Development Bureau or her designee by the 30th day of the month following the end of each term. GSC shall provide a summary report of the above information for year one within 60 days of the conclusion of the first year of the contract. A complete compilation that includes year two data, as well as combined data for both years shall be forwarded along with the final billing within 60 days of the conclusion of the contract period; and

8.6 GSC staff shall contact a sample of not less than ten percent (10%) of students within three (3) months of the end of each semester. These individuals shall be asked to verify that they are still employed in the field of early childhood, although not necessarily at the same place of employment. If they are not, they shall be informed that their tuition assistance must be repaid. The number of calls and the results shall be reported to the CDB within sixty (60) days of the following term.

Page 10 of 10

Exhibit A

Campus Authorized Official

Date 4/15/11

EXHIBIT B

METHOD, SCHEDULE, AND CONDITIONS PRECEDENT TO PAYMENT

Campus: Granite State College

Program Period: July 1, 2009 or Governor & Council approval, whichever is later through June 30, 2013

CFDA # and Title: 93.575 Child Care Development Fund; from the Administration for Children and Families, US Department of Health and Human Services.

1. Subject to the availability of Federal funds, and in consideration for the satisfactory completion of the Services to be performed under this Agreement, the State Agency agrees to purchase from the Campus services in an amount not to exceed \$556,000 for services performed during the program period specified above.
2. Monthly payments will be made to the Campus subject to the following conditions:
 - 2.1 Payment will be on a cost reimbursement basis based on actual expenditures incurred up to the total contract price incurred in the fulfillment of this agreement. The invoice, provided by the Department shall be used for billing, and must be completed, signed (or e-mailed), and returned to Patrick McGowan (or his designee), Contract Specialist, Division for Children, Youth and Families, Department of Health and Human Services, 129 Pleasant Street, Concord, NH 03301-3857, in order to initiate payment.
 - 2.2 Requests for payment shall be signed by an authorized representative of the Campus or submitted electronically by an authorized representative of the Campus. Payment requests may be submitted at the end of each semester, but at a minimum must be submitted quarterly.
 - 2.3 A final payment request will be submitted no later than sixty (60) days after the Agreement ends. Failure to submit the invoice by this date could result in non-payment.
 - 2.5 Notwithstanding anything to the contrary herein, the Campus agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the Services provided, or if the said Services have not been completed in accordance with the terms and conditions of this Agreement.
 - 2.6 Payments may be withheld pending receipt of required reports as outlined in Exhibit A.
3. The Division reserves the right to renew the Agreement for up to two additional years, subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council.
4. The Division may rebid this contract after the end of the first two-year contract period depending on the needs of the child care community.

Page 1 of 1

Exhibit B

Campus Authorized Official

Date 4/15/11

State of New Hampshire
 Department of Health and Human Services
 Division for Children, Youth and Families

EXHIBIT B-1
 PERSONNEL DATA
 SFY 2012

	Name	Title	A Annual Salary	B % of Time allocated to this Program	C Salary allocated to this Program
1	Lisa Strout	ECE Coordinator	\$5,561	100%	\$5,561
2	Shannon O'Connor	Administrative Assistant	\$30,518	5%	\$1,526
3	Tessa McDonnell	Dean of Students	\$94,710	1.40%	\$1,326
TOTAL					\$8,413

EXHIBIT B-1
 PERSONNEL DATA
 SFY 2013

	Name	Title	A Annual Salary	B % of Time allocated to this Program	C Salary allocated to this Program
1	Lisa Strout	ECE Coordinator	\$5,561	100%	\$5,561
2	Shannon O'Connor	Administrative Assistant	\$31,128	5%	\$1,556
3	Tessa McDonnell	Dean of Students	\$96,604	1.40%	\$1,352
TOTAL					\$8,469

Page 1 of 1
 Exhibit B-1
 Campus Authorized Official _____
 Date 4/15/11



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
State House Annex • Room 170
25 Capitol Street
Concord, New Hampshire 03301

Approved
3-2
11/13/02

DONALD S. HILL,
Commissioner
(603) 271-3701

September 27, 2002

Her Excellency, Governor Jeanne Shaheen
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the State and the University System to utilize a modified, streamlined contract and grant award process and approve the attached Master Agreement and Cooperative Project Agreement form for use in such contracts and grants. This process will be effective with the date of Governor and Council approval.

EXPLANATION

On April 12, 2000, University of New Hampshire President Joan Leitzel, Vice President for Research and Public Service Donald Sundberg, and Executive Director of Sponsored Research Kathryn Cataneo met with the Governor and Executive Council to discuss the mutual benefits of State-University partnerships and mechanisms to support those partnerships. One such mechanism involves streamlining the grant and contact award process between these two State entities. The Governor and Council gave their support to this concept, asking that the Department of Administrative Services work with the Attorney General's Office and the University. Representatives of these entities met and agreed to the attached proposed Master Agreement and model Cooperative Project Agreement format presented here for approval and use in place of the various mechanisms currently used.

Adoption of this Master Agreement and use of this contracting process is expected to result in greater efficiencies for all parties. There will be a unique, easily identifiable, short format for all projects with USNH campuses. This consistency should benefit all, including the Governor and Executive Council in their review of proposed USNH-state agency projects. Time spent on individual agreements will be reduced significantly. Supporting documents currently required for each contract, such as the Certificate of Existence and proof of 501(c)(3) status, will be kept on file, saving paper, time and expense for all.

Respectfully submitted,

Donald S. Hill, Commissioner
Department of Administrative Services

DSH/cw

Attachments

MASTER AGREEMENT
for
COOPERATIVE PROJECTS
between the STATE OF NEW HAMPSHIRE and the
UNIVERSITY SYSTEM OF NEW HAMPSHIRE

WHEREAS, the State of New Hampshire provides a broad range of services aimed at improving the lives of New Hampshire's people, and

WHEREAS, the University System of New Hampshire, acting through its respective campuses, provides teaching, research, and public service for the people of New Hampshire, and

WHEREAS, both parties agree that the public is best served when the resources and expertise of its public entities are shared to address topics of common interest,

THEREFORE, the State of New Hampshire, (hereinafter "State"), and the University System of New Hampshire, (hereinafter "University System"), this ____ day of _____, 20____, enter into an agreement for the purpose of jointly planning and carrying out projects in a cooperative manner (hereinafter "Cooperative Project") under the terms and conditions specified below. These terms and conditions shall apply to projects funded at the University System by the State and shall remain in force and effect until amended or terminated.

1. COOPERATIVE PROJECT AGREEMENT

A Cooperative Project Agreement, (hereinafter "Project Agreement"), shall be executed for each Cooperative Project. Project Agreements will implement the contractual relationship between the State and the University System and will incorporate the governing terms and conditions of this MASTER AGREEMENT. Each Project Agreement shall include:

- A. Name of the department, agency or unit of the State, and the name of the University System campus participating in the project.
- B. The effective starting date and expiration date for the Project Agreement, as well as a project period during which costs incurred by the University System will be considered allowable under the Project Agreement.
- C. Description of project activities to be undertaken during the period of the agreement, to include (a) project title, (b) objectives, (c) scope of work, (d) schedule of reports or other deliverables, and (e) budget and invoicing instructions. If additional work, beyond that specified in the present agreement, is necessary to complete the total project, then a description of proposed future activities along with a timetable and estimated total cost should be included.
- D. Designation of Project Administrators.
- E. Designation of Project Directors.
- F. Funding and other project contributions to be provided by the State, by the University System, and by any third party during the period of the agreement. Also, for Federally-funded projects, the State will identify, by Contract number or Grant and CFDA numbers, the Federal award which provides the funding.

- G. When appropriate for a particular Project Agreement, specific and mutually agreeable modifications to the terms of this Master Agreement.
- H. When the State wishes to exercise its reversionary interest in equipment purchased under a Project Agreement, instructions for the disposition of equipment at the end of the Project Agreement.
- I. The signature of an authorized campus official on behalf of the University System, the signature of an authorized official(s) on behalf of the State and, when required, approval by Governor and Executive Council before the Project Agreement becomes a valid, enforceable document.

2. PROJECT ADMINISTRATORS

The State and the University System shall each designate a Project Administrator for each Project Agreement. The Project Administrators shall be responsible for the business aspects of projects and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

3. PROJECT DIRECTORS

The State and the University System shall each designate a Project Director for each Project Agreement. The 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.

Joint project proposals to third parties may identify individuals from either the State or the University System, or both, as "key personnel."

4. INDEPENDENT CAPACITY

The parties agree that employees of the State, in the performance of their duties and activities under a Project Agreement, shall continue to be in the legal status of State employees and not as employees of the University System; likewise, employees of the University System, in the performance of their duties and activities under a Project Agreement shall continue in the legal status of University System employees and not as employees of the State.

5. CHANGES

The scope of work, total cost, period of performance, specification of deliverables, or any other part of a Project Agreement may be amended at any time by written agreement of both parties, subject to required University System and State approvals and, when required, Governor and Executive Council approval.

6. NON-APPROPRIATION OF FUNDS

All obligations of the State under a Project Agreement are contingent upon the availability and continued appropriation of funds, and the State shall not be liable for payment in excess of available appropriated funds. In the event of a reduction or termination of the funds appropriated for a Project Agreement, the State shall have the right to withhold payment pending the reinstatement of the appropriated funds or to terminate a Project Agreement, in accordance with Article 14.



7. PROJECT COSTS

University System shall ensure that costs charged to Project Agreements are allowable, allocable, and reasonable in accordance with Federal cost principles, OMB Circular A-21, "Cost Principles for Educational Institutions." University System's employee benefits and facilities & administrative costs shall be charged at no more than the negotiated federal rates in effect at the time the Project Agreement is executed.

If necessary to accomplish the objectives of a Project Agreement, University System may reallocate up to 10% of the cumulative cost of a Project Agreement between major cost categories (Salaries & Wages, Employee Benefits, Travel, Supplies/Services, Equipment, Facilities & Administrative Costs) in order to meet unanticipated needs. University System may not reallocate funds between cost categories for any reason that is inconsistent with the original intent of the State's appropriation of funds. Budget reallocations in excess of 10% of the cumulative cost of a Project Agreement shall require State approval.

8. COST SHARING

Project Agreements that include cost sharing by the parties shall clearly state the required cost-share as a percentage of total cost rather than as an absolute dollar amount. Each party shall be solely responsible for providing the resources they have committed to provide in securing funding and neither shall be expected to contribute toward the commitments of the other.

9. INVOICES AND PAYMENTS

Payments shall be made by the State within 30 days after approving a proper invoice submitted by the University System for actual costs incurred to date. Invoices shall show current and cumulative expenses incurred, by major cost categories (Salaries & Wages, Employee Benefits, Travel, Supplies/Services, Equipment, Facilities & Administrative Costs). Invoices shall be submitted on the dates and to addresses identified in the Project Agreement. Other payment terms may be negotiated as necessary in an individual Project Agreement.

10. FISCAL RECORDS AND AUDIT

The University System shall maintain adequate financial records, in accordance with generally accepted accounting practices, to clearly identify expenses incurred under a Project Agreement and shall make such records available at its offices during regular working hours for inspection by authorized representatives of the State during the period of the Project Agreement and for three years thereafter. These records shall describe the nature of each expense, establish the relatedness of each expense to the Project Agreement and reflect total project costs including documentation of State and University System contributions and all third party contributions to the project.

11. SUBCONTRACTS

Unless provided for in the Project Agreement, neither party shall enter into any subcontract with a third party to perform all or part of the approved scope of work without the written approval of the other party. If approval is granted, the party who subcontracts work hereunder shall be fully responsible for performance of subcontractors.

12. SUBLETTING, ASSIGNMENT OR TRANSFER

Neither party shall sublet, sell, transfer, assign, or otherwise dispose of its right, title or interest in any Project Agreement, or any part thereof, without the written consent of the other party.

13. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of any Project Agreement, the State and the University System agree to comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The State and the University System will cause the foregoing provisions to be inserted in any subcontracts for any work covered by this agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

14. TERMINATION

Either party may terminate a Project Agreement at any time upon 90 days written notice to the other party. In the event of a reduction or termination of funds appropriated for a Project Agreement, the State shall have the right to terminate the Project Agreement immediately upon providing the University System notice of such termination. Expenses incurred prior to the date of termination will be borne proportionally by each of the parties according to the Project Agreement budget.

15. LIABILITY

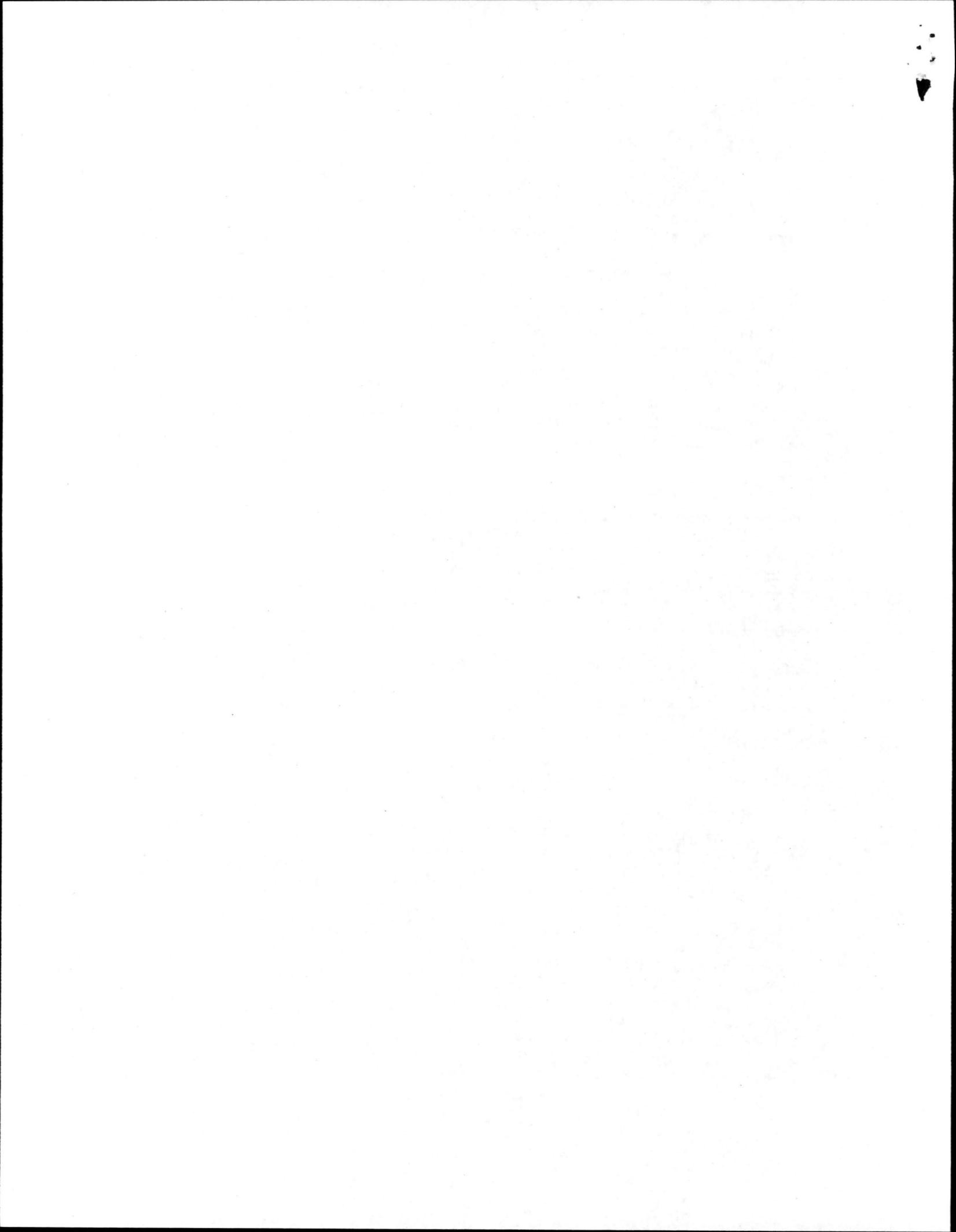
Neither party shall be responsible for the negligent acts of omission or commission of the officers, employees, agents, or subcontractors of the other party. Neither the terms of this Master Agreement nor those of any Project Agreement shall be deemed a waiver of sovereign immunity by either party.

16. ADDITIONAL PROVISIONS AND ORDER OF PRECEDENCE

The parties agree to comply with all governmental ordinances, laws and regulations as applicable to their respective organizations.

When a Project Agreement includes Federal funds, all applicable requirements, regulations, provisions, terms and conditions attending those funds shall be incorporated into the Project Agreement and adopted in full force and effect to the relationship between the State and the University System, except that wherever such requirements, regulations, provisions and terms and conditions differ for Institutions of Higher Education, the appropriate requirements will be substituted (e.g., OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102). References to Contractor or Recipient in the Federal requirements, regulations, provisions, terms and conditions will be taken to mean the University System and references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or the State or both, as appropriate.

In the event of any inconsistency between the terms of this MASTER AGREEMENT, a Project Agreement and those Federal regulations incorporated herein, the Federal regulations will prevail before the others, and the Project Agreement will prevail over the provisions of this MASTER AGREEMENT.



or manipulation of such data by the University System which is subject to 42 U.S.C. sec. 1396(a)(7) and accompanying regulations including 42 CFR sec. 431.301-306; RSA 167:30 or similar state or federal laws, shall be approved by the State Project Director according to procedures described in the applicable Project Agreement. Such approval for disclosure shall not be unreasonably withheld.

The State acknowledges that Federal Regulations [e.g., 45 CFR 46] require the University System to maintain and protect the privacy of all human research subjects and the confidentiality of all personally identifiable information or information that constructively identifies human research subjects. Human research subjects have the right to be protected against invasion of their privacy, to expect that their personal dignity will be maintained, and that the confidentiality of their private information will be preserved. Hence, except as required by law or permitted, in writing, by the subjects themselves, information through which subjects may be identified including, but not limited to, their names, student identification numbers, hospital identification numbers, social security numbers, driver license numbers, home addresses, photographs, and videotapes will be maintained in strict confidence by the University System.

The parties agree to maintain all data produced in the performance of a Project Agreement for a period of three years after the expiration date and, except as otherwise governed by applicable State or Federal regulations, shall make such data available at their offices during normal working hours for inspection by any authorized representative of the other party. If requested, a copy of these data shall be furnished to the other party, except as otherwise governed by applicable State or Federal regulations.

20. CERTIFICATIONS AND DOCUMENTS

The University System will file with the Department of Administrative Services the following certifications and documents for each University System campus, on forms acceptable to the New Hampshire Office of the Attorney General. These certifications and documents will suffice for all purposes, such that no additional certifications or documents will be necessary. Unless otherwise indicated below, the certifications and documents will be filed once and updated only as necessary.

A. STATUS

- The U.S. Internal Revenue Service designations of the University System campus entities as 501(c)(3) organizations
- The Certificates of Existence of University System campus entities as so designated by the New Hampshire Secretary of State.

B. SIGNATURE AUTHORITY

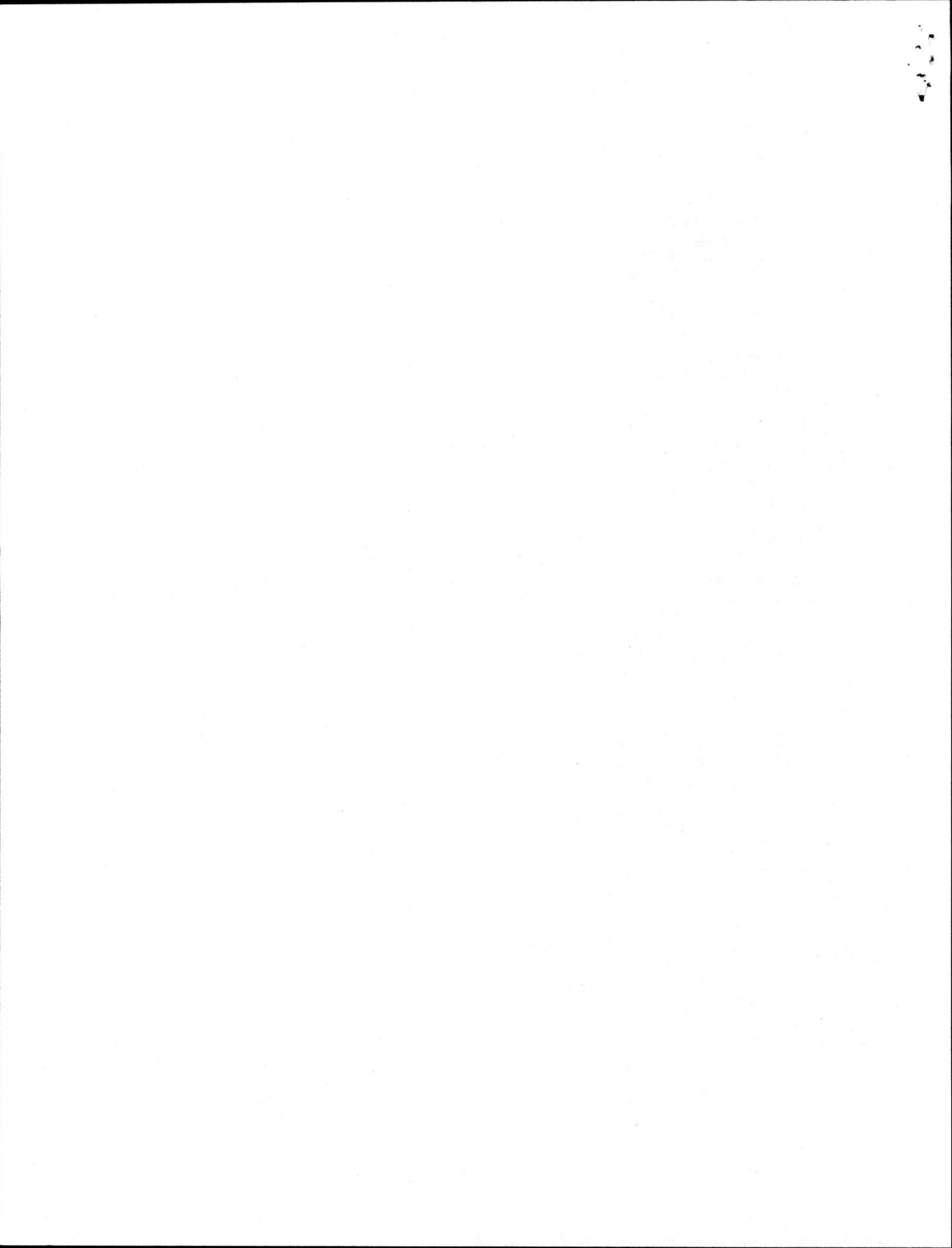
- The University System's delegations of authority identifying those individuals authorized to sign Project Agreements on behalf of the University System.

C. INSURANCE

- Certificates of insurance, updated annually, which demonstrate the following coverages: commercial general liability, educators' legal liability, and workers' compensation and employers' liability.

D. FINANCIAL AND AUDIT DOCUMENTS

- University System of New Hampshire Annual Financial Report
- College and Universities Federal Rate Agreements for all University System entities for purposes of declaring financial & administrative cost rates and fringe benefits rates



17. EQUIPMENT

Equipment is defined to include all tangible property having a useful life of more than one year and a unit cost of \$3,000 or more. Title to all equipment supplied by the State under the terms of a Project Agreement shall remain with the State. Title to all equipment supplied by the University System under the terms of a Project Agreement shall remain with the University System. Except as provided for within the terms of individual Project Agreements, title to all equipment purchased by the University System under a Project Agreement shall vest immediately with the University System. The University System shall maintain a list of all purchased equipment, and priority for use of such equipment throughout its useful life shall be to further the joint cooperative ventures of the parties.

18. INTELLECTUAL PROPERTY

Unless otherwise mutually agreed to in the terms of a Project Agreement, title to data (which is herein defined as including, but not limited to, software, writings, sound recordings, pictorial reproductions, drawings or other graphical representations, reports, blueprints and works of any similar nature, whether or not copyrighted or copyrightable) first produced or composed by University System employees and/or students in the performance of a Project Agreement shall be the sole and exclusive property of the University System, who shall have the sole right to determine the disposition of copyrights or other rights resulting therefrom, consistent with the pertinent campus policy, provided, however, that the University System shall grant to the State a non-exclusive, perpetual, royalty-free license to reproduce, modify and use all such data for its own non-commercial purposes. This paragraph shall not apply to any data obtained from the State regarding recipients of Medicaid or other public assistance or any compilation or manipulation of such data by the University System which is subject to 42 U.S.C. sec. 1396(a)(7) and accompanying regulations including 42 CFR sec. 431.301-306; RSA 167:30 or similar state or federal laws.

Unless otherwise mutually agreed to in the terms of a Project Agreement, title to any invention or discovery made or conceived by University System employees and/or students in the performance of a Project Agreement shall be the sole and exclusive property of the University System, consistent with the pertinent campus policy. The University System campus shall have the sole right to determine the disposition of any patents or other rights resulting therefrom, provided however that upon issue of any patent on any such invention or discovery, the State shall have the right of first refusal to an exclusive license to practice the invention for a period of time and at a royalty rate to be negotiated. The State shall have the right to a non-exclusive, perpetual, royalty free license to make and use the invention for its own non-commercial purposes, but shall not have the right to sublicense any invention or discovery made or conceived in the performance of a Project Agreement.

Any license issued to the State hereunder will be effective only after the parties sign a subsequent license agreement.

19. PUBLICATION, CONFIDENTIALITY, AND MAINTENANCE OF DATA; ACCESS

Results of work conducted under a Project Agreement may be published, or otherwise publicly disclosed, jointly by parties, or by either party separately, always giving due credit to the other party and recognizing within proper limits the rights of individuals doing the work. Manuscripts prepared for publication by either party shall be submitted to the other party for review and comment prior to publication. In the event of disagreement as to the manner of publication or the interpretation of results, the party publishing the information will give due credit to the other party, but will assume full responsibility for any statements on which there is a difference of opinion. Any disclosures of data obtained from the state regarding recipients of Medicaid or other public assistance or any compilation



- University System Annual OMB Circular A-133 Audit.

E. FEDERAL CERTIFICATIONS - FILED ANNUALLY

- Drug-Free Workplace
- Lobbying
- Debarment, Suspension, and Other Responsibility Matters
- Americans with Disabilities Act
- Equal Employment Opportunity.

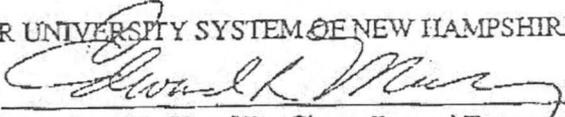
F. OTHER

- Names of University System Board of Trustees

21. APPROVALS AND AMENDMENTS

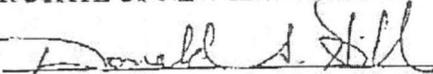
This Master Agreement is hereby approved and effective as of the date of the last signature below by an authorized representative of the University System of New Hampshire, State of New Hampshire, and Governor and Executive Council. Any amendments to this Master Agreement must be approved in writing by authorized representatives of these same parties.

FOR UNIVERSITY SYSTEM OF NEW HAMPSHIRE:

By 
Edward R. MacKay, Vice Chancellor and Treasurer

9/16/02
Date

FOR STATE OF NEW HAMPSHIRE:

By 
Donald S. Hill, Commissioner, Administrative Services

9/27/02
Date

APPROVED:

By 
For New Hampshire Office of the Attorney General

9-18-02
Date

APPROVED:

By _____
For New Hampshire Governor and Executive Council

Date

