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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN
SERVICES



Nicholas A. Toumpas
Commissioner

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José Thier Montero
Director

December 11, 2012

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Population Health and Community Services, Maternal and Child Health Section, Home Visiting Program, to enter into an agreement with University of New Hampshire (Vendor #177867-B046), 51 College Road, Durham, New Hampshire 03824, in an amount not to exceed \$259,000.00, to provide Maternal, Infant and Early Childhood Home Visiting Program evaluation, to be effective December 1, 2012 or date of Governor and Council approval, whichever is later, through February 28, 2014. Funds are available in the following accounts for State Fiscal Year 2013 and are anticipated to be available in State Fiscal Year 2014 upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts if needed and justified between State Fiscal Years.

100% FED

05-95-90-902010-0831 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES,
ACA MIEC

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2013	102-500731	Contracts for Program Services	90083100	\$148,000.00
SFY 2014	102-500731	Contracts for Program Services	90083100	\$76,486.66
			Sub-Total	\$224,486.66

05-95-90-902010-5896 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES,
ACA HOME VISITING

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2014	102-500731	Contracts for Program Services	90004104	\$34,513.34
			Sub-Total	\$34,513.34
			Total	\$259,000.00

EXPLANATION

Funds in this agreement will be used to analyze and evaluate the effectiveness of the Home Visiting New Hampshire Healthy Families America programs and the impact of program implementation on health outcomes for families served. Healthy Families America prescribes twelve (12) Critical Elements (see Attachment 1) that must be implemented exactly as outlined in the model. As an external evaluator, the University of New Hampshire will evaluate implementation by measuring the attitudes and knowledge of home visitors and how this impacts their ability to provide quality, effective services.

The evaluation will focus on the agencies and families served in the Home Visiting New Hampshire Healthy Families America programs funded through the federal Maternal, Infant and Early Childhood Home Visiting Development grant. The evaluation plan will include a review of agencies' successful measurement of the following six (6) required benchmarks: 1) improved maternal and newborn health; 2) child injuries, child abuse, or maltreatment and emergency room visits; 3) improvements in school readiness and achievement; 4) domestic violence; 5) family economic self-sufficiency; and 6) coordination and referrals. In addition, the evaluation will describe how early childhood services are coordinated at a State and local level.

Low-income pregnant and parenting women and children from birth to 8 years of age will benefit directly by this Agreement. The evaluation results will be used to improve the critical health and family support services for children and families throughout the State. This evaluation will also assure that Federal Funds associated with the provision of these services are utilized in an effective and efficient manner.

Should Governor and Executive Council not authorize this Request, the Maternal and Child Health Section will not have the internal capacity to conduct the evaluation and meet the requirements of the Federal Funders. Programs will not have the information they need to improve the effectiveness of the program. Without the implementation of the federally approved New Hampshire Home Visiting Plan and associated services identified in this request, the State risks the loss of Federal Funds and will be out of compliance with federal requirements.

The University of New Hampshire was selected for this project through a competitive bid process. A Request for Proposals was posted on The Department of Health and Human Services' web site from July 11, 2012 through August 17, 2012. In addition, email notices were distributed through Spark New Hampshire, the state's Early Childhood Advisory Council, and optional Bidders' Conference webinar was held via GoToMeeting on July 31, 2012.

In response to the Request for Proposals for Maternal, Infant, and Early Childhood Home Visiting Program Evaluation, four proposals were submitted. A committee of seven reviewers evaluated the proposals, including five Department of Health and Human Services personnel and two external reviewers. All reviewers have between one and twenty-five years experience in a variety of program settings including, managing programs and/or agreements with vendors for various public health and family support programs and direct provision of evaluation and home visiting services. Areas of specific expertise include Maternal and Child Health; Family Support; Child Abuse Prevention; Home Visiting; Evaluation; Epidemiology, and general public health infrastructure. Proposals were scored taking an average of all reviewers' scores. The proposal from the University of New Hampshire achieved the highest average score and was selected. The proposal was scored on agency capacity, program structure, budget and justification, and format. The University of New Hampshire was selected in accordance with the evaluation criteria set forth in the Request for Proposals following careful review and discussion. The Bid Summary is attached.

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. This is the initial agreement with this Contractor for these services.

The following deliverables will be used to measure the effectiveness of the agreement.

- Contractor will submit bi-weekly Status Reports to Home Visiting Coordinator via face-to-face, conference call or Web conference.
- Contractor will produce final Evaluation Plan within three (3) weeks of the effective date of the contract.
- 80% of MIECHV stakeholders will report high satisfaction of training and technical assistance on evaluations provided at the conclusion of each training.
- 80% of MIECHV agencies will complete the activities required become accredited Healthy Families America providers in 2014.
- Contractor will submit a journal article for peer review and publication at the completion of the evaluation.

Area served: statewide.

Source of Funds: is 100% Federal Funds from U.S. Department of Health and Human Services, Health Resources and Services Administration, Maternal and Child Health Bureau.

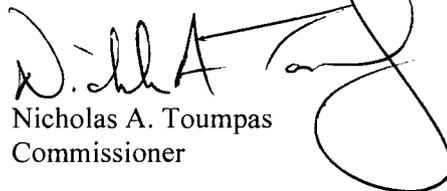
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD
Director

Approved by:



Nicholas A. Toumpas
Commissioner

JTM/DD/sc



**healthy
families
america**

a program of Prevent Child Abuse America

Essential Components of HFA

HFA's 12 Critical Elements make up the essential components of the HFA Model. They can be broken into three broad areas: Service initiation, Service content and staff characteristics and supervision.

Service Initiation

1. *Initiate services prenatally or at birth.*
 - a. Screening and assessment within two weeks after the birth of the baby (up to 20% of families can fall outside of this timeframe).
 - b. First home visit within three months after the birth of the baby – preferably prenatally (up to 20% of families can fall outside of this timeframe).
 - c. Must track and measure acceptance rates, complete an acceptance analysis of families who refuse services compared to families who accept services and identify strategies to increase acceptance rates every two years.
2. *Standardized (i.e. in a consistent way for all families) assessment*
 - a. Parent Survey (formerly the Kempe Family Stress Checklist) is conducted to identify the family strengths as well as family history and/or issues related to higher risk of child maltreatment and/or poor childhood outcomes.
 - b. Staff must be well trained in how to administer and score the assessment.
3. *Offer services voluntarily and use positive outreach efforts to build family trust.*
 - a. Services must be voluntary
 - b. Program staff must identify positive ways to establish a relationship with a family and keep families interested and connected over time because many participants are often reluctant to engage in services and may have difficulty building trusting relationships.
 - c. Must track and measure retention of participants at different intervals (i.e., 6 months, 12 months, 24 months, etc.), complete a retention analysis of families who drop out of services compared to families who remain in services and identify strategies to increase retention rates every two years.

Service Content

4. *Offer services intensively with well-defined criteria for increasing or decreasing frequency of service and over the long-term*
 - a. Services offered AT LEAST WEEKLY during the 1st six months after the birth of the baby.
 - b. Family's progress is used for determining service intensity – as family's confidence and self sufficiency increases frequency of visits decrease.
 - c. Programs offer services a minimum of three years and up to five years after the birth of the baby.
5. *Services are culturally sensitive*
 - a. Programs must track service population characteristics
 - b. Ethnic, racial, language, demographic, and other cultural characteristics identified by the program must be taken into account in when selecting program materials (i.e., curriculum) and overseeing staff-family interactions.
 - c. Staff receive training designed to increase understanding and sensitivity of the unique characteristics of the service population.
 - d. The program analyzes through the development of a cultural sensitivity review the extent to which all aspects of its service delivery system (assessment, home visitation, and supervision) are culturally sensitive.

6. *Services focus on supporting the parent as well as supporting parent-child interaction and child development.*
 - a. Home visiting staff discuss and review, in supervision and with families, issues identified in the initial assessment during the course of home visiting services.
 - b. Home visitors must develop an Individual Family Support Plan (IFSP) that identifies strengths, needs, goals, and objectives. The IFSP must be reviewed in supervision and serve as a guide for services.
 - c. The program must promote positive parent-child interaction, child development skills, and health and safety practices with families through the use of curriculum and other educational materials.
 - d. The program monitors the development of participating infants and children with a standardized developmental screen, tracks children who are suspected of having a developmental delay and follows through with appropriate referrals and follow-up. Home visitors must be trained in the use of the developmental tool.
7. *At a minimum, all families should be linked to a medical provider to assure optimal health and development (e.g. timely immunizations, well-child care, etc.) Depending on the family's needs, they may also be linked to additional services such as financial, food, and housing assistance programs, school readiness programs, child care, job training programs, family support centers, substance abuse treatment programs, and domestic violence shelters.*
 - a. Participating Target Children must be linked to a medical/health care provider
 - b. The program ensures immunizations are up-to-date for target children and provides information, referrals, and linkages to available health care resources for all participating family members.
 - c. Families are connected to additional services in the community.
8. *Services are provided by staff with limited caseloads*
 - a. No more than 15 families on weekly service intensity
 - b. No more than 25 families at any given service intensity

Staff Characteristics

9. *Service providers are selected because of their personal characteristics (i.e. non-judgmental, compassionate, ability to establish a trusting relationship, etc.), their willingness to work in or their experience working with culturally diverse communities, and their skills to do the job. Service providers have a framework, based on education or experience, for handling the variety of situations they may encounter when working with at-risk families.*
 - a. Each program has required criteria to screen for during employment.
 - b. Must follow EOE protocol
 - c. Must follow HR protocol (job postings, interview questions, 2 references).
 - d. Must have criminal background checks and if possible CAN registry checks.
 - e. Must complete a staff turnover analysis every two years and include staff satisfaction in an effort to retain staff.
10. *All service providers (assessment, home visitors, supervisors) must receive basic training in areas such as cultural competency, substance abuse, reporting child abuse, domestic violence, drug-exposed infants, and services in their community.*
 - a. All service providers must receive Orientation training prior to working with families (topics outlined in best practice standards)
 - b. All service providers must receive intensive training based on their role specific assessment or home visiting
 - c. All service providers must receive Wraparound training topics (topics outlined in best practice standards) within 6 months and 12 months of hire (distance learning modules and/or in person)
 - d. All service providers must receive ongoing training based on their current skill set in an effort to continue to build skills and competencies.
11. *Service providers receive intensive training specific to their role.*
 - a. All service providers must receive HFA CORE (assessment or home visiting) training from a certified HFA trainer within 6 months of hire.
 - b. Supervisors also receive training based on the track (assessment or home visiting) they supervise and administrative, clinical and reflective practice training from a certified HFA trainer within 6 months of hire.

12. Service providers receive ongoing, effective accountable, clinical and reflective supervision.

- a. Direct service providers must receive weekly, individualized supervision.
- b. Full time supervisors are to have 6 or fewer direct services staff.
- c. Direct service staff must receive skill development and professional support and be held accountable for the quality of their work.
- d. Supervisors and Program Managers are also held accountable for the quality of their work and provided with skill development and professional support

13. Governance & Administration (not a Critical Element)

- a. Programs must have an Advisory Committee to focus on program planning, implementation and evaluation.
- b. Participants must have a mechanism for providing feedback, including a grievance process.
- c. The program must monitor and evaluate the quality of services through analyzing the ability to meet program goals and objectives, and through the implementation of a quality assurance plan.
- d. Programs must have policy and procedures for reviewing and recommending approval or denial of research proposals, whether internal or external, which involve past or present families.
- e. Programs must have policy and procedures for informing families of their rights and ensuring confidentiality of information both during the intake process as well as during the course of services.
- f. The program must report suspected cases of child abuse and neglect to the appropriate authorities and have proper policy and procedures for doing so.
- g. The program must have a comprehensive policy and procedure manual outlining all of the necessary policy and procedures.
- h. Programs must have an operating budget, annual report and audit.

Program Name Maternal, Infant and Early Childhood Home Visiting (MIECHV)-Program Evaluation
Contract Purpose The evaluation will focus on the agencies and families served in HVNH-HFA programs funded through the federal MIECHV Development Grant.

RFP Score Summary

	Max Pts	UNH Institute on Disability, Durham, NH	RMC Research Corporation, Portsmouth, NH	JSI/Community Health Institute, Bow, NH	Forward Consultants, New York, NY
RFA/RFP CRITERIA					
Agy Capacity	30	27.00	24.00	25.00	23.00
Program Structure	50	47.00	38.00	43.00	35.00
Budget & Justification	15	14.00	9.00	14.00	10.00
Format	5	5.00	5.00	5.00	4.00
Total	100	93.00	76.00	87.00	72.00

BUDGET REQUEST									
Year 01		148,000.00	147,987.46	148,000.00	148,000.00	148,000.00	-	-	-
Year 02		110,999.00	110,999.21	111,000.00	110,000.00	110,000.00	-	-	-
Year 03		-	-	-	-	-	-	-	-
TOTAL BUDGET REQUEST		258,999.00	258,986.67	259,000.00	258,000.00	258,000.00	-	-	-
BUDGET AWARDED									
Year 01		148,000.00	-	-	-	-	-	-	-
Year 02		111,000.00	-	-	-	-	-	-	-
Year 03		-	-	-	-	-	-	-	-
TOTAL BUDGET AWARDED		259,000.00							

	Name	Job Title	Dept./Agency	Qualifications
RFP Reviewers				
1	Abby Bourgeois	Home Visiting Intern	DPHS, MCHS	Reviewers have between one and twenty-five years experiences in a variety of program settings including, managing programs and/or agreements with vendors for various public health and family support programs and direct provision of evaluation and home visiting services. Areas of specific expertise include Maternal and Child Health; Family Support; Child Abuse Prevention; Home Visiting; Evaluation; Epidemiology; and general public health infrastructure.
2	Becky Berk	Director Technical Assistance & Evaluation	NH Children's Trust, Inc.	
3	Erica Proto	HV Program Planner II	DPHS, MCHS	
4	Kim Flynn	Nutrition Consultant	volunteer	
5	Lissa Sirosis	Health Promotion Advisor	DPHS, WIC	
6	Marie Kiely	MCH Data Program Manager	DPHS, MCHS	
7	Susan Knight	Program Planner III	Chronic Disease Asthma	

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, **Department of Health and Human Services**

and the

University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Health and Human Services**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **2/28/14**. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: **Maternal, Infant and Early Childhood Home Visiting (MIECHV) Program Evaluation**

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

State Project Administrator

Name: Deirdre Dunn
Address: NH DHHS DPHS
Maternal and Child Health
29 Hazen Drive
Concord, NH 03301
Phone: 603-271-4540

Campus Project Administrator

Name: Dianne Hall
Address: University of New Hampshire
Sponsored Programs Administration
51 College Rd. Rm 116
Durham, NH 03824
Phone: 603-862-1942

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

State Project Director

Name: Patricia Tilley
Address: NH DHHS DPHS
29 Hazen Drive
Maternal and Child Health
Concord, NH 03301
Phone: 603-271-4526

Campus Project Director

Name: Tobey Partch-Davies
Address: University of New Hampshire
Institute on Disability
10 West Edge Dr.
Durham, NH 03824
Phone: 603-228-2084

F. Total State funds in the amount of **\$259,000** 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.

Check if applicable

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

Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. **1 D89MC23153-01-00** from **US Department of Health and Human Services, Health Resources and Services Administration, Maternal and Child Health Bureau** under CFDA# **93.505**. 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 to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

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 is/are hereby amended to read:

H. 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.

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

IN WITNESS WHEREOF, the University System of New Hampshire, acting through the **University of New Hampshire** and the State of New Hampshire, **Department of Health and Human Services** have executed this Project Agreement.

**By An Authorized Official of:
University of New Hampshire**

Name: Karen M. Jensen
Title: Manager, Sponsored Programs Administration
Signature and Date: _____

 10/19/12

**By An Authorized Official of: the New
Hampshire Office of the Attorney General**
Name: Jeannette P. Herrick

Title: Attorney
Signature and Date: _____
 21 DEC. 2012

**By An Authorized Official of:
Department of Health and Human
Services**

Name: José Thier Montero
Title: Director
Signature and Date: _____

 12/13/12

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

Title: _____
Signature and Date: _____

EXHIBIT A

A. **Project Title:** Maternal, Infant and Early Childhood Home Visiting (MIECHV) Program Evaluation

B. **Project Period:** December 1, 2012 - February 28, 2014

C. **Objectives:** refer to D Scope of Work

D. Scope of Work:

A. Project Management

1. On a quarterly basis, meet with individuals collecting data in the field to provide training and technical assistance and feedback regarding interim findings.
2. Provide technical assistance to program staff on all evaluation-related issues as needed via telephone, fax, e-mail and in person.
3. Coordinate all technical assistance and training with the HVCB Contract Agency.
4. Status Meetings: These meetings, which will be conducted at least biweekly, will address overall Project status and any additional topics needed to remain on schedule and within budget. A Status Report from the Contractor will serve as the basis for discussion. Participants will include, at a minimum, the Contractor Project Manager and a DPHS Home Visiting Program staff member. Status meetings may be conducted in person, or via conference call or Web conference.
5. Produce biweekly Project Status Reports, which shall contain, at a minimum, the following:
 - a. Project status as it relates to Work Plan
 - b. Updated Work Plan
 - c. Deliverables status
 - d. Accomplishments during weeks being reported
 - e. Planned activities for the upcoming two (2) week period
 - f. Future activities
 - g. Issues and concerns requiring resolution
 - h. Report and remedies in case of falling behind schedule

B. Focusing and Finalizing the Evaluation Plan

1. Review the Draft Evaluation Plan and recommend refinements such as scope, choice of indicators, timeline, method of collection, and causal vs. correlational design. The program staff has preliminarily determined evaluation questions and instruments as detailed in the Draft Evaluation Plan, but the Evaluator may propose changes to those as well.
2. Produce a final Evaluation Plan no later than January 18, 2014, for submission to HRSA and ACF for federal approval. Although not limited to the following, HRSA and ACF will require the Evaluation Plan to:
 - a. Discuss how the evaluation will be conducted;
 - b. Articulate the proposed evaluation methods, measurement, data collection, sample and sampling (if appropriate), timeline for activities, plan for securing IRB review, and analysis;
 - c. Identify the evaluator, cost of the evaluation, and the source of funds;
 - d. Use an appropriate comparison condition, if the research is measuring the impact of the home visiting model on participant outcomes; and

e. Include a logic model or conceptual framework that shows the linkages between the proposed planning and implementation activities and the outcomes that these are designed to achieve.

f. Justify the rigor of the evaluation plan. HRSA and ACF expect states to engage in an evaluation of sufficient rigor to demonstrate potential linkages between project activities and improved outcomes. Rigorous research incorporates the following four criteria: credibility, applicability, consistency, and neutrality. Please see RFP Attachment 4: DOHVE Evaluation Technical Assistance Brief, also available at http://www.mdrc.org/dohve/dohve_resources.html, for further details on HRSA and ACF requirements for evaluation rigor.

3. In conjunction with DPHS staff, HVCB staff, and HVNH-HFA agency staff, develop a third instrument or scale to assess the extent to which a facilitative approach to program administration at the state level can be correlated with effective implementation (Evaluation Question #3).

C. Gather Credible Evidence

1. Design and implement the necessary data management system(s) for collecting survey response data from community agencies and CQI activity data.

2. Utilize client outcome data collected in established data collection systems (Family Assessment Form, Excel spreadsheets, and the web-based Home Visiting Data System when it is in place).

3. Complete analysis of program data.

D. Justify Conclusions

1. Present preliminary and final findings to stakeholders to assure conclusions are justified and meet the agreed upon values and standards of stakeholders.

E. Ensure Use and Share Lessons Learned

1. Produce quarterly statewide and agency specific reports with basic analysis to evaluate program implementation.

2. Coordinate with HVCB Contract Agency to ensure that quarterly analysis leads to CQI at the state, agency, and practitioner levels.

3. Produce detailed annual report summarizing findings to date.

4. Produce a draft report by 11/30/13 summarizing the evaluation findings and presenting draft recommendations and conclusions.

5. Produce a final report by 1/17/14 after receiving feedback from stakeholders. The report shall include but not be limited to:

a. Program description

b. Description of involvement with stakeholders

c. Literature review of implementation research

d. Focus of the evaluation and its limitations

e. Summary of evaluation plan and procedures

f. All necessary technical information

g. Strengths and weaknesses of the evaluation

h. Explain evaluative judgments and how they are supported by evidence

i. Recommendations with their advantages, disadvantages, and resource implications

j. Provide examples, illustrations, graphics and stories

6. In partnership with DPHS, submit article for publication in a peer-reviewed journal by 2/15/14,

7. Develop a PowerPoint presentation of the evaluation, findings, and recommendations,

8. Develop a display suitable for a poster session, and

9. Disseminate lessons learned through the evaluation to stakeholders and at professional meetings.

E. Deliverables Schedule: Refer to Scope of Work

F. Budget and Invoicing Instructions: Campus will submit invoices to State on regular Campus invoice forms no more frequently than monthly and no less frequently than quarterly. Invoices will be based on actual project expenses incurred during the invoicing period and shall show current and cumulative expenses by major cost categories, billed separately by State FY. State will pay Campus within 30 days of receipt of each invoice. Campus will submit its final invoice not later than 60 days after the Project Period end date. Carryforward of unexpended funds from one FY to the next will require prior State approval.

FY13 FY14
 12/1/12-6/30/13 7/1/13 - 2/28/14

Budget Items	FY13	FY14	Total
1. Salaries & Wages	86,681	67,613	154,294
2. Employee Fringe Benefits	34,829	26,694	61,523
3. Travel	4,000	3,000	7,000
4. Supplies and Services	9,035	3,602	12,637
5. Equipment	0	0	0
6. Facilities & Admin Costs	13,455	10,091	23,546
Subtotals	148,000	111,000	259,000
Total Project Costs:		259,000	

EXHIBIT B

This Project Agreement is funded under a Grant/Contract/Cooperative Agreement to State from the Federal sponsor specified in Project Agreement article F. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between State and Campus, except that wherever such requirements, regulations, provisions and terms and conditions differ for INSTITUTIONS OF HIGHER EDUCATION, the appropriate requirements should 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 language will be taken to mean Campus; references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or State or both, as appropriate.

Special Federal provisions are listed here: None or .

Master Agreement



DONALD S. HILL
Commissioner
(603) 271-3101

State of New Hampshire
DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
State House Annex • Room 100
25 Capitol Street
Concord, New Hampshire 03301

September 27, 2002

Approved
S-2
11/13/02

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 contract 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.

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

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

- 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

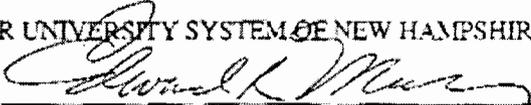
F. OTHER

- 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

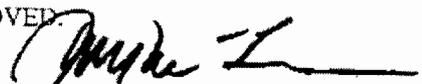
9/16/02
Date

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