

Nicholas A. Toumpas Commissioner

Mary Ann Cooney Associate Commissioner

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

March 10, 2015

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

REQUESTED ACTION

Authorize the New Hampshire Department of Health and Human Services, Division for Children, Youth and Families to enter into an agreement to exercise the renewal option in the contract with Granite State College (Vendor # 161782-B001), 26 College Drive, Concord NH 03301, to administer a tuition assistance program for the provision of tuition assistance for Child Care Teachers and Directors of Child Care Programs for Young Children, by increasing the price limitation by \$600,000 from \$450,000 in an amount no to exceed \$1,050,000 and extending the date of the agreement from June 30, 2015 to June 30, 2017, effective July 1, 2015 or date of Governor and Council approval, whichever is later. The Governor and Executive Council approved the original agreement on December 20, 2013 (Item # 58). 100% Federal Funds.

Funds to support this request are available in the following account in State Fiscal Year 2015 and are anticipated to be available in State Fiscal Year 2016 and State Fiscal Year 2017 upon availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Year through the Budget Office without Governor and Executive Council approval, if needed and justified.

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

051/	o: /o!: .	O. T.			Increase/	M 15 15 1
SFY	Class/Object	Class Title	Activity Number	Current Budget	Decrease	Modified Budget
		Contracts for Program				
2014	102-500731	Services	42117805	\$150,000	0	\$150,000
		Contracts for Program				
2015	102-500731	Services	42117805	\$300,000	0	\$300,000
		Contracts for Program				
2016	102-500731	Services	42117805	0	\$300,000	\$300,000
		Contracts for Program				
2017	102-500731	Services	42117805	0	\$300,000	\$300,000
			Total:	\$450,000	\$600,000	\$1,050,000

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EXPLANATION

The purpose of this amendment is for the continued administration of Federal Child Care and Development funds. The Division of Health and Human Services, Division for Children, Youth and Families, Child Development Bureau is responsible for the administration of Federal Child Care and Development Funds. New Hampshire is federally required by 45 CFR 98.51 to use these funds to increase the availability, accessibility and quality of child care programs throughout the state. These expenditures are required in order to maintain federal funding for the New Hampshire Child Care Scholarship Program that provide child care subsidies to families. The child care subsidies help families to continue working or participating in a job search activity.

This request meets the conditions of the federal mandate to improve the quality of child care services throughout the State. These funds are used to support a variety of activities, including access to and financial assistance for college courses in early childhood education for child care teachers and directors.

New Hampshire children and their families benefit from well-educated early childhood professionals who can offer quality early education and 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 early education and care in child care settings throughout New Hampshire.

The original contract was competitively bid. The Department of Health and Human Services issued a Request for Proposals to solicit proposals to administer a tuition assistance program that will provide Tuition Assistance for Child Care Teachers and Directors of Child Care Programs for Young Children on August 19, 2013. Two proposals were received.

The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements and the Division for Children, Youth and Families' Early Child Care Tuition Assistance Program. The team also included staff with significant business and management expertise. Granite State College received the highest score and was selected as the vendor able to provide the needed services.

The original contract calls for the administration of these funds for one and a half years and reserves the Division's right to renew the agreement for up to two additional years, based upon the satisfactory delivery of services, continued availability of supporting funds, and Governor and Executive Council approval.

Granite State College has administered this program well and the Division is confident that all people receiving these tuition services have become more qualified to deliver early education and care in child care settings throughout New Hampshire.

Should Governor and Council not authorize this request, the quality of early education and care offered to young children and the education of the child care workforce may diminish. Additionally, the state would not meet the federal requirement for the New Hampshire Child Care Scholarship Program causing financial hardship for families dependent on subsidized child care to remain employed or participate in job search activities.

Her Excellency, Margaret Wood Hassan and the Honorable Council Page 3 of 3

Area Served: Statewide.

Source of Funds: 100% Federal Funds.

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

Respectfully submitted,

Mary Arin Cooney

Associate Commissioner

Approved By:

Nicholas A. Toumpas

Commissioner

AMENDMENT #1 to

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, **Department of Health and Human Services** 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 12/20/13, item # 58, for the Project titled "Early Childhood Education Tuition Assistance," Campus Project Director, Dr. Mary J. Ford, 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.
\boxtimes	Other: Extend the Project Agreement, Project Period end date, and provide additional funding from

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 xxx with xxx and/or USNH campus from xxx to xxx.
- Article B. is revised to replace the Project End Date of 6/30/15 with the revised Project End Date of 6/30/17, and Exhibit A, article B is revised to replace the Project Period of January 1, 2014 June 30, 2015 with January 1, 2014 June 30, 2017.
- Article C. is amended to expand Exhibit A by including the proposal titled, "xxx," dated xxx.
- Article D. is amended to change the State Project Administrator to xxx and/or the Campus Project Administrator to xxx.
- Article E. is amended to change the State Project Director to xxx and/or the Campus Project Director to xxx.
- Article F. is amended to add funds in the amount of \$600,000 and will read:

Total State funds in the amount of \$1,050,000 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. Child Care and Development Block Grant from US Department of Health and Human Services, Administration for Children and Families under CFDA# 93.575. 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 **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) xxx 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 xxx is amended in its entirety to read as follows: xxx Article xxx is amended in its entirety to read as follows: xxx

•	Article F	J is	amended	such	that
•	AILICICI	1. 13	annonucu	Such	mat.

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 wil
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 #1** to the Cooperative Project Agreement.

By An Authorized Official of:	By An Authorized Official of:
University of New Hampshire	Department of Health and Human
•	Services, Division of Children, Youth &
	Families
Name: Lisa Shawney	Name: Mary Ann Cooney
Title: Dean of Financial Affairs VP UFO	Title: Associate Commissioner
Signature and Date: 9 January 34/15	Signature and Date Mous Life 411/15
	Pila
By An Authorized Official of: the New	By An Authorized Official of: the New
Hampshire Office of the Attorney General	Hampshire Governor & Executive Council
Name: Whole I won! You	Name:
Title: Attol rul	Title:
Signature and Date: / / / 3/13/15	Signature and Date:
X 1011	
. / /	

EXHIBIT A

A. Project Title: (unchanged)

B. Project Period: is amended to read: January 1, 2014 through June 30, 2017

C. Objectives: (unchanged)

D. Scope of Work: (unchanged)

E. Deliverables Schedule: (unchanged)

F. Budget and Invoicing Instructions:

See Exhibit B-1, B-2, B-3, Amendment #1 - B-4 and Amendment #1 B-5

Add: Amendment #1 - B-4 and Amendment #1 - B-5

Delete and replace Exhibit B-1 Paragraph # 2. to read:

2. Expenditures for each State Fiscal Year shall be in accordance with the line items as shown in Exhibits B-2, B-3, Amendment #1 - B-4 and Amendment #1 - B5.

Amendment #1 - B4

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: : Granite State College

Tuition Assistance for Child Care Teachers and Budget for: Directors of Child Care Programs for Young

(Name of RFP)

Budget Period: July 1, 2015 - June 30, 2016 FY 16

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1. Total Salary/Wages	\$ 23,500.00		T\$	23,500.00	\$ 7,033.00	Part Strate Comment of the Comment
2. Employee Benefits	\$ 1,950.50	\$ -	\$	1,950.50	\$ 3,130.00	
3. Consultants	\$ -	\$ -	\$	-	\$ -	
4. Equipment:	\$ -	\$ -	\$	-	\$ -	
Rental	\$ -	\$ -	\$	-	\$ -	
Repair and Maintenance	\$ -	\$ -	\$	-	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$	-	\$ -	
5. Supplies:	\$ -	\$ -	\$	-	\$ -	
Educational	\$ -	\$ -	\$	-	\$ -	
Lab	\$ -	\$ -	\$		\$ 	
Pharmacy	\$ -	\$ -	\$	-	\$ 	
Medical	\$ -	\$ -	\$		\$ -	
Office	\$ -	\$ -	\$	•	\$ 	
5. Travel	\$ 2,009.50	\$ -	\$	2,009.50	\$ -	
7. Occupancy	\$ -	\$ -	\$	-	\$ -	
B. Current Expenses	\$ -	\$ -	\$	•	\$ -	
Telephone	\$ 600.00	\$ -	\$	600.00	\$ -	
Postage	\$ 300.00	\$ -	\$	300.00	\$ 	
Subscriptions	\$ 6,840.00	\$ -	\$	6,840.00	\$ -	
Audit and Legal	\$ -	\$ -	\$	-	\$ -	
Insurance	\$ -	\$ -	\$		\$ -	
Board Expenses	\$ -	-	\$	-	\$ -	
9. Software	\$ -	\$ -	\$		\$ -	
10. Marketing/Communications	\$ 2,000.00	\$ -	\$	2,000.00	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$	-	\$ 	
12. Subcontracts/Agreements	\$ -	-	\$		\$ 	
13. Other (specific details mandatory):	\$ -	\$ -	\$		\$ -	
Tuition Assistance	\$ 258,800.00	\$ -	\$	258,800.00	38,100.00	
nitial Credential Fee	\$ 4,000.00	\$ -	\$	4,000.00	\$ -	
TOTAL	\$ 300,000.00	\$ -	\$	300,000.00	\$ 48,263.00	

Indirect As A Percent of Direct

0.0%

NOTE: Minimum match funding per section 4.1 of RFP

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Amendment #1 - B-5

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: : Granite State College

Tuition Assistance for Child Care Teachers and Budget for: Directors of Child Care Programs for Young

(Name of RFP)

Budget Period: July 1, 2016 - June 30, 2017 FY 17

	Oliva Intercentation	Indicat Fluid	Political Control of the Control of	Pet	shed Funding	ARTERIA PROPERTY.
Total Salary/Wages	\$ 23,500.00	The state of the s	\$ 23,500.00	\$	7,033.00	
Employee Benefits	\$ 1,950.50	\$ -	\$ 1,950.50	\$	3,130.00	
3. Consultants	\$ -	\$ -	\$ -	\$	-	
4. Equipment:	\$ -	\$ -	\$ -	\$	-	
Rental	\$ -	\$ -	\$ -	\$	-	
Repair and Maintenance	\$ -	\$ -	\$ -	\$	-	
Purchase/Depreciation	\$ -	\$ -	\$ -	\$		
5. Supplies:	\$ -	\$ -	\$ -	\$	-	
Educational	\$ -	\$ -	\$ -	\$		
Lab	\$ -	\$ -	\$ -	\$	-	
Pharmacy	\$ -	\$ -	\$ -	\$	-	
Medical	\$ -	\$ -	\$ -	\$	-	
Office	\$ -	\$ -	\$ -	\$	-	
6. Travel	\$ 2,009.50	\$ -	\$ 2,009.50	\$	-	
7. Occupancy	\$ -	\$ -	\$ -	\$	-	
8. Current Expenses	\$ -	\$ -	\$ -	\$		
Telephone	\$ 600.00	\$ -	\$ 600.00	\$	-	
Postage	\$ 300.00	\$ -	\$ 300.00	\$	-	
Subscriptions	\$ 6,840.00	\$ -	\$ 6,840.00	\$		
Audit and Legal	\$ -	\$ -	\$ -	\$	- "	
Insurance	\$ -	\$ -	\$ _	\$	-	
Board Expenses	\$ -	\$ -	\$	\$	-	
9. Software	\$ -	\$ -	\$ 	\$		
10. Marketing/Communications	\$ 2,000.00	\$ -	\$ 2,000.00	\$	_	
11. Staff Education and Training	\$ -	\$ -	\$ -	\$	-	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$	-	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$	-	
Tuition Assistance	\$ 258,800.00	\$ -	\$ 258,800.00	\$	38,100.00	
Initial Credential Fee	\$ 4,000.00	\$ -	\$ 4,000.00	\$	-	
TOTAL	\$ 300,000.00	\$ -	\$ 300,000.00	S	48,263.00	

NOTE: Minimum match funding per section 4.1 of RFP

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DONALD S. HILL Commissioner (603) 271-3701

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

OFFICE OF THE COMMISSIONER
State House Annex • Room \$70
25 Capitol Street
Concord, New Hampshire 03301

September 27, 2002

Reproved 3-2 11/3/02

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 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 <u>not</u> 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 <u>not</u> 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 numbers 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.

F. 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 Swall Min	9/16/02
Edward R. MacKay, Vice Chancellor and Treasurer	Date
FOR STATE OF NEW HAMPSHIRE:	_
By Longh S. XII	9/27/02
Donald S. Hill, Commissioner, Administrative Services	Date
	· · · · · · · · · · · · · · · · · · ·
•	
APPROVED.	<u>.</u>
By (Myke -	9-18-02
For New Hampshire Office of the Attorney General	Date
APPROVED:	
D.,	
For New Hampshire Governor and Executive Council	Date
1 Of 140 W HAMPSHIP COVERNOR MIC EXCERGITE COMICH	47410





Nicholas A. Toumpas Commissioner

Mary Ann Cooney Associate Commissioner

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

December 3, 2013

Her Excellency, Governor Margaret Wood Hassan And the Honorable Council State House Concord, NH 03301

REQUESTED ACTION

1006 Federal finals Authorize the New Hampshire Department of Health and Human Services, Division for Children, Youth and Families to enter into an agreement with Granite State College (Vendor # 161782-B001), 26 College Drive, Concord NH 03301, in an amount not to exceed \$450.000 to administer a tuition assistance program for the provision of tuition assistance for Child Care Teachers and Directors of Child Care Programs for Young Children, effective date of Governor and Council approval through June 30, 2015.

Funds to support this request are available in the following account in State Fiscal Years 2014 and 2015 budgets with the 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 DEVELOPMENT QUALITY ASSURANCE

SFY	Class/Object	Class Title	Activity Number	Budget
2014	102-500731	Contracts for Program Services	42117805	\$150,000
2015	102-500731	Contracts for Program Services	42117805	\$ 300,000
			Total:	\$450,000

EXPLANATION

The Division of Health and Human Services, Division for Children, Youth and Families, Child Development Bureau is responsible for the administration of Federal Child Care and Development Funds. New Hampshire is federally required by 45 CFR 98.51 to use these funds to increase the availability, accessibility and quality of child care programs throughout the state. These expenditures are required in order to maintain federal funding for the New Hampshire Child Care Scholarship Program that provide child care subsidies to families. The child care subsidies help families to continue working or participating in a job search activity.

Her Excellency, Margaret Wood Hassan And the Honorable Council December 3, 2013 Page 2 of 3

This request meets the conditions of the federal mandate to improve the quality of child care services throughout the State. These funds are used to support a variety of activities, including access to and financial assistance for college courses in early childhood education for child care teachers and directors.

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.

This contract was competitively bid. On August 19, 2013 the Department issued a Request for Proposals to solicit proposals to administer a tuition assistance program that will provide Tuition Assistance for Child Care Teachers and Directors of Child Care Programs for Young Children. The request for proposals was available on the Department of Health and Human Services website from August 19, 2013 through October 4, 2013. There were two proposals submitted.

The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements and the Division for Children, Youth and Families' Early Child Care Tuition Assistance Program. The team also included staff with significant business and management expertise.

The proposals were evaluated based on the criteria published in the Request for Proposals. Granite State College was selected because they received the highest score. The bid summary is attached.

The attached contract calls for the provision of these services for one and a half years and reserves the Division's right to renew the agreement for up to two additional years, based upon the satisfactory delivery of services, continued availability of supporting funds, and Governor and Executive Council approval.

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, the state would not meet the federal requirement for the New Hampshire Child Care Scholarship Program causing financial hardship for families dependent on subsidized child care to remain employed or participate in job search activities.

Her Excellency, Margaret Wood Hassan And the Honorable Council December 3, 2013 Page 3 of 3

Area Served: Statewide.

Source of Funds: 100% Federal Funds.

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

Respectfully submitted,

Mary Ann Coorley
Associate Commissioner

Approved By:

Nicholas A. Toumpas

Commissioner

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, Department of Health and Human Services

and the

Granite State College 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 **Granite State College**, (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 6/30/15. 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: Early Childhood Education Tuition Assistance

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	Campus Project Administrator
Name: DAUGE CLARK	Name: LISA Shawney Dean of Financial Attains
Address: DCYE	Address: Granite State College
129 PLEASONT STREET	Address: Granite Hate College 25Hall Street
CONCONS, MA 03301	Concord NH 03301
Phone: 603-271-4817	Phone: 603.5(3.1335

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	Campus Project Director
Name: DOUG BEATON	Name: Dr. Hary J. FORD
Address: DCYF	Address: Grante State College
129 PLEASONT STITEST	Address Grante State College 35-E Adustrial Way
CONCORD, NH 03301	Rochester, NH 03867
Phone: 63-271-8834	Phone: 603. 822, 5432

Campus Authorized Official Date

Page 1 of 4

Official 70 Date 0 13

F.	Total State funds in the amount of \$450,000 have lallowable costs incurred under this Project Agreeme exceeding the amount specified in this paragraph.	- · · · · · · · · · · · · · · · · · · ·
	Check if applicable ☐ Campus will cost-share 16+ % of total costs during	g the term of this Project Agreement.
	Federal funds paid to Campus under this Project A Agreement No. from Child Care Dev Children and Families, US Department of Heal Federal regulations required to be passed through and in accordance with the Master Agreement for Hampshire and the University System of New Hat to this document as Exhibit B, the content of which Agreement.	elopment Fund from the Administration of th and Human Servicesunder CFDA# 93.575. to Campus as part of this Project Agreement, Cooperative Projects between the State of New mpshire dated November 13, 2002, are attached
G.	Check if applicable Article(s) of the Master Agreement for C Hampshire and the University System of New Har amended to read:	ooperative Projects between the State of New mpshire dated November 13, 2002 is/are hereby
	State has chosen not to take possession of equipm State has chosen to take possession of equipment pissue instructions for the disposition of such equipmend-date. Any expenses incurred by Campus in carfully reimbursed by State.	ourchased under this Project Agreement and will ent within 90 days of the Project Agreement's
Car arra	s Project Agreement and the Master Agreement compus regarding this Cooperative Project, and supangements, oral or written; all changes herein must be parties by their authorized officials.	ersede and replace any previously existing
Gr	WITNESS WHEREOF, the University System anite State College and the State of New Hampshire, re executed this Project Agreement.	
•	An Authorized Official of: ranite State College	By An Authorized Official of: Department of Health and Human Services
Na	me: Lisa Shawnev	Name: MALY Ans Cooney
	le: Doan of Finacial Affairs	Title: Acroc Ate Committee
No.	porture and Date: 1/3/12	Signature and Date:
$-\!$	John 10/13	100000000000000000000000000000000000000
R	An Authorized Official of the New	By An Anthorized Official of the New
	impshire Office of the Attorney General.	Hampshire Governor & Executive Council
	mel 4. K. / Shun	Name:
Tit	le: (n. Masici, Mit Levery	Title:
Sig	gnature and Date: 12/3/17	Signature and Date:
	Page 2 of 4	

EXHIBIT A

- A. Project Title: Early Childhood Education Tuition Assistance
- B. Project Period: January 1, 2014- June 30, 2015
- C. Objectives: See Exhibit A-1, attached
- D. Scope of Work: See Exhibit A-1, attached
- E. Deliverables Schedule: See Exhibit A-1, attached
- F. Budget and Invoicing Instructions: See Exhibit B-1, B-2, and B-3, attached
- G. Other:

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



Scope of Services

1. PROVISIONS APPLICABLE TO ALL SERVICES

- 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 Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- The Contractor shall pursue any and all appropriate public sources of funds that 1.2 are applicable to the funding of the Services. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.

2. Services to Be Provided

The Contractor hereby covenants and agrees that during the term of this Agreement, it will provide services to coordinate the State's efforts to provide for all aspects of the New Hampshire DHHS Tuition Assistance for Child Care Teachers and Directors of Young Children program with the descriptions cited below, which include, but are not limited to:

- The contractor will maintain accreditation by the New England Association of Schools and Colleges throughout this contract period.
- 2.2 The contractor will offer a minimum of 13 different accredited Early Childhood Education courses for students in pursuit higher education up to and including an associate's and/or a bachelor's degree over the contract period.
 - Courses will reflect the New Hampshire State Core Knowledge Areas and Competencies, NH Child Care Licensing requirements, NH Early Childhood Professional Development System and the NH Early Learning Guidelines (to be known as NH Early Learning Standards upon release)
 - 2.2.2 Courses will be offered online and in local sites when a need is documented. 2.2.2.1 Online courses are available 24 hours a day, 7 days a week through the internet.
 - 2.2.3 The following represents the minimum course offerings the contractor will provide during the contract period:
 - 2.2.3.1 EDU 550 Foundations of Early Childhood Education 2.2.3.1.1 Each Winter, Spring, Summer and Fall semester
 - 2.2.3.2 EDU 604 Enhancing Supervision Through Mentoring 2.2.3.2.1 Each Summer semester
 - 2.2.3.3 EDU 605 Early Childhood Program Administration

NH DHHS Exhibit A-1 - Scope of Services September 2013 Page 1 of 8



		i	
	• -	2.2.3.3.1	Each Winter semester
2	.2.3.4		Family and Community Relations in Early Childhood Education Each Winter semester
2	.2.3.5	Special E	Collaboration, Consultation and Teaming in Early Childhood ducation Each Spring and Fall semester
2	.2.3.6	2.2.3.6.1	Young Children with Exceptionalities Each Winter, Spring, Summer and Fall semester When a need is documented
2	.2.3.7		Learning and Early Childhood Education Environments Each Fall and Winter semester
2	.2.3.8		Creative Arts in Early Childhood Education Each Spring semester
2	.2.3.9		Math and Science in Early Childhood Education Each Spring semester
2	.2.3.10		Language and Literacy Development Each Summer and Winter semester
2	.2.3.11		Child Development Each Winter, Spring, Summer and Fall semester
2	.2.3.12	2.2.3.12.1	Infant and Toddler Development I Each Fall and Spring semesters 2 When a need is documented

3. Staff Requirements

3.1 The contractor will provide faculty who meet the following minimum requirements:

2.2.3.13.1 Each Summer and Winter semester

3.1.1 Master's Degree in Early Childhood Education or a related field with 24 credits in Early Childhood Education approved courses, 3 of which must be in Child Growth and Development from a regionally accredited institution of higher education and;

2.2.3.13 EDU 601 Observation & Assessment in Early Childhood Education

- 3.1.2 A minimum of five (5) years in the early childhood education field and;
- 3.1.3 A minimum of two (2) years' experience training adult in groups and;
- 3.1.4 A minimum of 18 hours of professional development in early childhood education during the previous 12 month period.
- 3.2 The contractor will document that faculty have received the Early Childhood Master Professional Credential with Faculty Endorsement as outlined in the NH-Early Childhood

NH DHHS Exhibit A-1 – Scope of Services September 2013 Page 2 of 8 Contractor Initials

Date: 12113



Professional Development System Handbook, by the beginning of the class they are scheduled to teach.

- 3.3 The contractor will provide copies of the Master Professional with Faculty Endorsement credentials to the Child Development Bureau.
- The contractor will provide a faculty staff person to serve as the "Early Childhood Mentor" 3.4.1 The Early Childhood Mentor will work a minimum of 10 hours per week
 - 3.4.2 The Early Childhood Mentor will hold a current Child Development Bureau Master Professional Credential with the Individual Mentor Endorsement and will have:
 - 3.4.2.1 An understanding of the Early Childhood Professional Development
 - 3.4.2.2 Ability to mentor others as demonstrated in prior work experience
 - 3.4.2.3 Knowledge of career planning in the field.
 - The Early Childhood Mentor's role includes but is not limited to the following:
 - 3.4.3.1 Work with interested students enrolled in PSY 508 Child Development, and EDU 602 Young Children with Exceptionalities, to complete the application for their first Early Childhood Credential.
 - 3.4.3.2 Communicate with each student receiving tuition assistance every term they are enrolled to monitor progress toward their first or subsequent credential as identified in NH's Early Child Professional Development System.
 - 3.4.3.3 Provide one-on-one and small group mentoring sessions to educate students of the importance of NH's Early Child Professional Development System, NH Core Knowledge Areas and Competencies, NH Child Care Licensing requirements, and NH Early Learning Guidelines (Standards).
 - 3.4.3.4 Work with interested students to identify his/her career goals.
 - 3.4.3.5 Work with interested students to access the resources he/she needs to be successful as a college student and refer to appropriate Granite State College staff for assistance.
- 3.5 The contractor will provide faculty who have experience with cultural diversity who will be available to work with students from diverse backgrounds. This faculty staff person shall also be available to provide professional development to other faculty on integrating cultural competence in their courses.
 - The designated faculty staff-member will provide training to staff and volunteers to:
 - 3.5.1.1 Address Cultural Competence, interacting effectively with people of different cultures and socio-economic backgrounds, including behaviors, attitudes and policies that lead to staff better understanding:
 - 3.5.1.1.1 Their own cultural world view;
 - 3.5.1.1.2 The Value of diversity;
 - 3.5.1.1.3 The inherent dynamics when cultures interact, and
 - 3.5.1.1 4 How to develop adaptations to service delivery, which reflect an understanding of diversity between and within cultures.

NH DHHS Exhibit A-1 - Scope of Services September 2013 Page 3 of 8

Contractor Initials: Date: 613



- 3.5.1.2 Identify resources to assist students of varying cultures
- 3.5.1.3 Training will be provided during quarterly faculty meetings.

 Documentation of training conducted shall be provided to the State.
- 3.5.2 Provide translation services to support students receiving tuition assistance.

4. State Compliance

4.1 The contractor will comply with all of the requirements of NH RSA 170-E: 7 and the NH Child Care Licensing rules, He-C4002.

5. Tuition Provisions

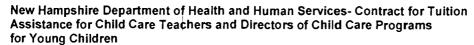
The contractor shall submit for Department approval a tuition payment transition plan for enrolled students, with tuition assistance under this program, at non-University System of New Hampshire educational institutions within 15 days of contract effective date to ensure their ability to continue their education detailed in this agreement.

- 5.1.1 The plan shall allow for tuition assistance funding under this program to be provided to students outside the University System of New Hampshire at the educational institutions where they are enrolled.
- 5.1.2 The plan shall provide for the successful transition of tuition assistance funding under this program for qualifying applicants taking courses outside the University System of New Hampshire.
- 5.2 The contractor will determine eligibility of applicants for tuition assistance based upon the following:
 - 5.2.1 Qualified applicants must meet the following requirements:
 - 5.2.1.1 Child Care Teachers
 - 5.2.1.1.1 Currently employed in licensed New Hampshire child care program that serves children at any age 6 weeks through 5 years.
 - 5.2.1.1.2 working a minimum of 25 hours per week
 - 5.2.1.2 Child Care Directors
 - 5.2.1.2.1 Currently employed in licensed New Hampshire child care program that serves children at any age 6 weeks through 5 years.
 - 5.2.1.2.2 working a minimum of 30 hours per week
 - 5.2.2 The Program Director will be responsible for the review and approval of all applications.
 - 5.2.2.1 To ensure application requirements, the contractor will incorporate the following questions into the application:

5.2.2.1.1 Position

5.2.2.1.2 Place of employment

NH DHHS Exhibit A-1 – Scope of Services September 2013 Page 4 of 8 Contractor Initials: Date: 19/3/13





- 5.2.2.1.3 NH Child Care Licensing number 5.2.2.1.4 Number of hours worked per week
- 5.2.2.1.5 Prior college experience
- 5.2.3 The contractor will send a decision letter to the applicant which includes:
 - 5.2.3.1 Status of award
 - 5.2.3.2 Next steps
 - 5.2.3.3 Priority awards
 - 5.2.3.4 Wait lists
- 5.3 The contractor will provide tuition assistance at the rate of 50% for all applicants who have had prior coursework except as specifically described below.
- 5.4 The contractor will allocate tuition assistance funds based on the scheduling of priority content and the number of classes per term. Money will be available each term based on the number of courses offered and historical data. Target amounts will be set each year for each term and monitored; adjustments will be made on applicant trends.
 - 5.4.1 The contractor shall apply matching funds for tuition assistance to grants for students taking lower (500) level courses. The tuition charged for these lower level courses will be discounted to match the lowest associates' degree per credit rate in New Hampshire. \$210.
- 5.5 Priority for tuition assistance will be given to eligible applicants who are:
 - 5.5.1 Without a bachelor's degree, enrolling in their first Child Growth and Development course
 - 5.5.1.1 The contractor will incorporate the question "Is this your first Child Growth and Development course at any college? And the statement "if any information is falsified any money rewarded will be rescinded and the individual will be responsible for repayment" into the tuition assistance program.
 - 5.5.1.2 Applicants meeting the requirement listed in Section 5.4.1 will be given the highest priority for awarding tuition assistance.
 - 5.5.2 Enrolled in their first Early Childhood Education course.
 - 5.5.2.1 The contractor will incorporate the question "Is this your first Childhood Education course at any college? (Child Development is considered an Early Childhood Education course) And the statement "if any information is falsified any money rewarded will be rescinded and the individual will be responsible for repayment" into the tuition assistance program.
 - 5.5.2.2 The rate of tuition assistance for an applicant's enrolling in their first course in Early Childhood Education shall be 100% of the tuition cost.
 - 5.5.3 Enrolled in courses teaching infants/toddlers.

NH DHHS Exhibit A-1 – Scope of Services September 2013 Page 5 of 8

Contractor Initials

Date: 1212113

New Hampshire Department of Health and Human Services- Contract for Tuition Assistance for Child Care Teachers and Directors of Child Care Programs for Young Children



Exhibit A-1

- 5.5.3.1 The rate of tuition assistance for the applicant's taking courses in teaching infants/toddlers will be 100% of the tuition cost.
- 5.5.4 Enrolled in courses teaching young children with exceptionalities.
 - 5.5.4.1 The rate of Tuition assistance for the applicant's taking courses in teaching young children with special needs will be 100% of the tuition cost.
- 5.6 Except as indicated in Section 5.3.1, tuition for all other classes will be \$1,140 for a four-credit course. Out-of-state tuition will be \$1,220 for FY 14 and FY15.

6. Outreach and Advertising

- 6.1 To assure Child Care Teachers and Directors receive information regarding the availability of tuition assistance the contractor will:
 - 6.1.1 Publicize course schedules and links for the application to all partners including the Spark NH Professional Opportunities, Resources, Trainings and Links (PORTAL) webpage
 - 6.1.2 Advertise in early childhood organization newsletters
 - 6.1.3 Visit child care centers and leave announcement and application information
 - 6.1.4 Make announcements on the www.granite.edu website
 - 6.1.5 Create connections with the community colleges
 - 6.1.6 Meet and collaborate with Head Start directors and educational coordinators
 - 6.1.7 Leave information on tables at all state conferences regarding Childhood Education
 - 6.1.8 Work with Child Care Licensing Bureau and Child Development Bureau to disseminate information to all licensed child care programs.
- 6.2 To engage Child Care Directors, Child Care Teachers and Community partners the contractor will:
 - 6.2.1 Establish criteria for mentoring staff in professional development for Supervisors and Directors to earn Professional Activity Units in the Core Knowledge Areas
 - 6.2.2 Provide community partners information on professional development which will be used as a resource for training, advocacy and outreach.

7. Reporting & Performance Metrics

- 7.1 The contractor shall, within 30 days of the approval of the contract, submit a detailed work plan for the contract period to the Child Development Bureau Administrator. The work plan must be submitted prior to awarding any assistance under this contract.
 - 7.1.1 The contractor will keep all work associated with the contract on schedule based on the work plan approved by the Department
 - 7.1.2 The work plan will contain:
 - 7.1.2.1 Dates (by month) along with the associated service/activity to take place/be completed

NH DHHS Exhibit A-1 – Scope of Services September 2013 Page 6 of 8

Contractor Initials

New Hampshire Department of Health and Human Services- Contract for Tuition Assistance for Child Care Teachers and Directors of Child Care Programs for Young Children



Exhibit A-1

- 7.2 The contractor will provide the Child Development Bureau Administrator a complied outcome statistics report that will include the following key metrics:
 - 7.2.1 Number of teachers who successfully complete each Infant and Toddler Development course
 - 7.2.2 Number of teachers who successfully complete each Young Children with Exceptionalities course
 - 7.2.3 Number of directors who successfully complete the Program Administration course
 - 7.2.4 Number of participants who develop a professional development plan and apply for their credential
- 7.3 The Outcome statistics report will be due within 45 days of the end of each term.
- 7.4 A Compilation Report of Outcome Statistics will be given to the Child Development Bureau Administrator within 45 days of the end of each contract year.
- 7.5 The contractor will provide the Child Development Bureau Administrator a detailed report that includes the following:
 - 7.5.1 A description of how faculty integrate specific NH Early Childhood Core
 Knowledge and Competency areas into specific early childhood education courses
 - 7.5.2 A description of how faculty integrate NH Child Care Licensing Rules, the NH Early Childhood Professional Development System including early childhood credentials, and the NH Early Learning Guidelines (standards) into curriculum
 - 7.5.3 A description of how the contractor is meeting the needs of English as a Second Language (ESL) students including specific services and accommodations
 - 7.5.4 A description of how contractor is assuring that faculty are including awareness of cultural competence and translation to early childhood education coursework
- 7.6 The detailed report is due within 45 days of the end of each term.
- 7.7 A Compilation of the detailed reports will be given to the Child Development Bureau Administrator within 45 days of the end of each contract year.
- 7.8 The contractor will submit a quarterly report to the Child Development Bureau Administrator.
 - 7.8.1 The report will include the following information separated by University System of NH and participating Non-University System of NH educational institutions:
 - 7.8.1.1 Courses offered
 - 7.8.1.2 Number of Grants awarded
 - 7.8.1.3 Total amounts associated for the quarter
 - 7.8.1.3 1 Number of Full Grants
 - 7.8.1.3.2 Total dollar amount of full grants provided
 - 7.8.1.3.3 Number of Half Grants
 - 7.8.1.3.4 Total dollar amount of half grants provided
 - 7.8.1.4 Geographic Distribution of Grants
 - 7.8.1.5 Number of First time students
 - 7.8.1.6 Number of Students taking Infant/Toddler courses
 - 7.8.1.7 Number of Students taking Young Children with Special Needs and Young Children with Exceptionalities courses
 - 7.8.1.8 Number of students informed about licensing

NH DHHS Exhibit A-1 – Scope of Services September 2013 Page 7 of 8 Contractor Initials:

New Hampshire Department of Health and Human Services- Contract for Tuition Assistance for Child Care Teachers and Directors of Child Care Programs for Young Children



Exhibit A-1

- 7.8.1.9 Number of students applying for Credentialing
- 7.8.1.10 Customer satisfaction data
- 7.8.1.11 Number of participants not employed in Early Childhood Education after 3 month completion of course, based on a random sample of 10% of tuition assistance recipients
- 7.8.2 The quarterly report will be sent electronically to the Administrator of the Child Development Bureau
- 7.8.3 A Compilation Report of the Quarterly reports will be given to the Child Development Bureau Administrator in both hard copy and electronic form within 45 days of the end of each contract year.
- 7.9 The State reserves the right to renew this contract for up to two years based upon the availability of funds, satisfactory performance of the contractor, and the approval of the Governor and Executive Council.

NH DHHS Exhibit A-1 – Scope of Services September 2013 Page 8 of 8 Contractor Initials



New Hampshire Department of Health and Human Services

Exhibit B-1

Method and Conditions Precedent to Payment

- 1. The State shall pay the Campus an amount not to exceed the price limitation, Section F, of the cooperative project agreement.
- 2. Expenditures for each State Fiscal Year shall be in accordance with the line items as shown in Exhibits B-2 and B-3, the Budget Forms submitted with the Campus cost proposal.
- 3. Payment for said services shall be to the contractor, subject to the following conditions:
 - 3.1. 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. An invoice template, provided by the Department shall be used for billing, and must be completed, signed (or emailed) to:

Fiscal Administrator
Division for Children, Youth and Families
129 Pleasant Street
Concord, NH 03301-3857

dclark@dhhs.state.nh.us

- 3.2. Requests for payment shall be signed or submitted electronically by an authorized representative of the Campus.
- 3.3. Payment requests may be submitted monthly or at the end of each semester, but at a minimum must be submitted quarterly.
- 3.4. A final payment 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.
- 3.5. Notwithstanding anything to the contrary herein, the Campus agrees that payment under this Agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State Law, rule or regulation applicable to the services provided, or if the said services have not been satisfactory completed in accordance with the terms and conditions of this Agreement.
- 3.6. Payments may be withheld pending receipt of required reports and plans as outlined in Exhibit A and Exhibit A-1.

NH DHHS
Exhibit B-1 – Methods and Conditions Precedent to Payment
September 2013
Page 1 of 1

Contractor Initials

EXHIBIT B-2

Budget Form

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: : Granite State College

Tuition Assistance for Child Care Teachers and Budget for: <u>Directors of Child Care Programs for Young</u>
(Name of RFP)

Budget Period: January 1 - June 30, 2014 FY 14

Line Item	Inc	Olrect Smental	Indirect Fixed		Total	1,000	ched Funding	
Total Salary/Wages	\$	11,750.00	\$ -	\$	11 <u>,750.</u> 00		3,375.00	
2. Employee Benefits	\$	928.25	\$	\$	928.25	\$	1,563.00	
3. Consultants	\$		\$	\$		\$		
Equipment:	\$	-	\$ -	\$		\$		
Rental	\$		\$ -	\$		\$		
Repair and Maintenance	\$		\$	\$		\$	<u>·</u> _	
Purchase/Depreciation	\$			\$		\$		
i. Supplies:	\$	-	,	\$		\$		
Educational	\$		5 -	\$		\$	-	
Lab	\$		\$.	\$		\$		
Pharmacy	\$		<u> </u>	\$		\$		
Medical	\$	-	\$ -	\$		\$		
Office	\$		\$	\$		\$		
. Travel	\$	1,051.75	\$ -	\$	1,051.75	\$		
. Occupancy	\$		\$	\$		\$		
I. Current Expenses	\$	•	\$	\$		\$		
Telephone	\$	300.00	\$ -	\$	300.00	\$		
Postage	\$	150.00	\$.	\$	150.00	\$	•	
Subscriptions	\$	3,420.00	\$.	\$	3,420.00	\$	•	
Audit and Legal	\$	•	\$ -	5		\$		
Insurance	\$	-	\$	\$		\$	-	
Board Expenses	\$		\$ -	\$	-	\$	-	
. Software	\$		\$ -	\$	-	\$		
Marketing/Communications	\$	1,500.00	\$	\$	1,500.00	\$	-	
Staff Education and Training	\$	-	\$	\$		\$		
2. Subcontracts/Agreements	\$		\$ -	\$	•	\$		
Other (specific details mandatory):	\$	-	\$ -	\$		\$		
uition Assistance	\$	128,900.00	\$ -	\$	128,900.00		22,500.00	
nitial Credential Fee	\$	2,000.00	\$.	\$	2,000.00	\$		
TOTAL	\$	150,000.00	\$ -	\$	150,000.00	\$	27,438.00	

Indirect As A Percent of Direct

0.0%

Contractor Initials

Date 1913

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Exhibit B-3

Budget Form

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: : Granite State College

Tuition Assistance for Child Care Teachers and Budget for: Directors of Child Care Programs for Young
(Name of RFP)

Budget Period: July 1 - June 30, 2015 FY 15

Line Item		Direct Incremental	Indirect: Fixed	į	Total 1	. N	Natched Funding	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$	23,500.00	\$ •	\$	23,500.00	\$	7,033.00	
2. Employee Benefits	S	1,950.50	\$ •	\$	1,950.50	\$	3,130.00	
3. Consultants	\$	-	\$ •	\$		\$	•	
4. Equipment:	\$		\$ -	\$	-	5		
Rental	\$		\$ 	\$		5		
Repair and Maintenance	\$	•	\$ 	\$		\$	-	
Purchase/Depreciation	\$	•	\$ 	\$		\$	•	•
5. Supplies:	\$	-	\$ •	\$	-	5	•	
Educational	\$		\$ <u>-</u>	\$	-	\$		
Lab	\$		\$ 	\$	•	\$		
Pharmacy	*		\$	\$		\$		
Medical	4		\$	\$	•	\$	-	
Office	\$	-	\$ 	\$		\$		
6. Travel	\$	2,009.50	\$	\$	2,009.50	\$		
7. Occupancy	\$	•	\$ 	\$	•	\$		
8. Current Expenses	44	-	\$ •	\$		\$		
Telephone	\$	600.00	\$ -	\$		\$	-	
Postage	\$	300.00	\$ 	\$	300.00			
Subscriptions		6,840.00	\$	\$	6,840.00	\$	-	
Audit and Legal	\$		\$ •	\$	•	\$		
Insurance	\$	•	\$ •	\$		\$	· · · · · · · · · · · · · · · · · · ·	
Board Expenses	4	•	\$ <u>-</u>	\$	-	\$	-	
9. Software	4	• _	\$ 	\$	-	\$	·	
10. Marketing/Communications	\$	2,000.00	\$ -	\$	2,000.00		•	
11. Staff Education and Training	\$	•	\$ 	\$		\$		
12. Subcontracts/Agreements	\$		\$ 	\$	•	\$	-	
13. Other (specific details mandatory):			\$ 	\$	•	\$		
Tuition Assistance	4	258,800.00	\$ <u> </u>	\$			38,100.00	
Initial Credential Fee	4	4,000.00	\$ •	\$				*
TOTAL	\$	300,000.00	\$ •	\$	300,000.00	\$	48,263.00	

Indirect As A Percent of Direct

0.0%

NOTE: Minimum match funding per section 4.1 of RFP

Contractor Initials

Date 17/13

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Revised 01/22/13