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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4628 1-800-852-3345 Ext. 4628
Fax: 603-271-4160 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

April 2, 2013

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, Obesity Prevention Program, to enter into an agreement with Keene State College (Vendor # 177865-B002), 229 Main Street, Keene, NH 03435-2903, in an amount not to exceed \$53,183, to provide Child Care Health Consultation training to nurses in New Hampshire's Public Health Regions, to address childhood obesity, effective the date of Governor and Council approval through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013. 100% Fed

05-95-90-902010-9062 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, OBESITY PREVENTION

Table with 5 columns: Fiscal Year, Class/Object, Class Title, Job Number, Total Amount. Rows include SFY 2013, Contracts for Prog Svc, and Sub-Total.

05-95-90-902010-5190 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, MATERNAL AND CHILD HEALTH

Table with 5 columns: Fiscal Year, Class/Object, Class Title, Job Number, Total Amount. Rows include SFY 2013, Contracts for Prog Services, and Total.

EXPLANATION

Funds in this agreement will be used to improve nutrition and physical activity in child care environments, and promote and support breastfeeding policies and practices for the mothers of infants in child care. This will be done by training a minimum of ten nurses in New Hampshire's Public Health Regions to become Child Care Health Consultants so that they can provide consultation to at least ten licensed child care programs in New Hampshire. Funds will also support training management on practices that promotes the development of positive breastfeeding policies for the mothers of infants in child care.

In New Hampshire, approximately 47,000 children attend licensed child care programs. The potential for addressing childhood obesity in the child care setting is significant. Nationwide, nearly 60% of children aged 3 to 4 years with employed mothers participate in center-based care (45%) or child care in a family home (14%) as their primary child care arrangement¹. Nationally 41% of preschool-aged children are in child care for 35 or more hours per week². The child care setting presents an ideal opportunity to help children develop and practice appropriate nutrition and physical activity behaviors.

The American Academy of Pediatrics recommends that, “each child care center or family child care home should have access to a Child Care Health Consultant who can provide consultation and technical assistance on child health issues.” Additionally, the National Association for the Education of Young Children (NAEYC) includes on-site childcare health consultation as an emerging criterion in the accreditation of child care centers.

According to the 2011 *Surgeon General's Call to Action to Support Breastfeeding*³, breast milk is uniquely suited to the human infant's nutritional needs with both immunological and anti-inflammatory properties that protect both mothers and children from a variety of illnesses. Supporting breastfeeding in child care helps mothers to sustain exclusive breastfeeding, which reduces the risks associated with formula feeding such as: obesity, gastrointestinal illness, ear infections, asthma, type 2 diabetes, eczema and Sudden Infant Death Syndrome. Breastfeeding mothers need the cooperation and support of their child care provider in order to continue breastfeeding.

Should the Governor and Executive Council not authorize this Request, ten nurses within New Hampshire's Public Health Regions will not be trained as Child Care Health Consultants and child care health consultation will not take place at a minimum of ten child care programs. A breastfeeding training will also not be provided to at least ten child care programs that care for infants. Without the support and guidance of a consultant, it is highly unlikely that improvements to nutrition, physical activity and breastfeeding policies, and practices will be made. During the preschool years it is important that young children are exposed to healthy nutritious foods and daily opportunities to be physically active because taste preferences and health habits are formed early in life. Developing these habits in young children reduces their risk of becoming obese later in life.

Keene State College 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 January 29, 2013, through February 28, 2013. In addition, an announcement was sent out to the members of the Obesity Prevention Program's extensive email listing and by their partners throughout the state.

There was one proposal received in response to this Request for Proposals. Three reviewers that work within the Department of Health and Human Services scored the proposal. Each of the reviewers has more than ten years experience working with or on behalf of children from birth to age five. Areas of specific expertise include maternal and child health, obesity prevention, nutrition, physical activity, breastfeeding, and consultation for child care. The proposal was scored by each of the three reviewers and the final score represents an average of their scores. The Bid Summary is attached.

¹ Capizzano J, Adams G, Sonenstein FL. Child care arrangements for children under five: variation across states. Washington (DC): The Urban Institute; 2000. <http://www.urban.org/url.cfm?ID=309438>.

² Capizzano J, Adams G. The hours that children under 5 spend in child care: variation across states. Washington (DC): The Urban Institute; 2000. Report No. B-8. <http://www.urban.org/url.cfm?ID=309439>.

³ <http://www.surgeongeneral.gov/library/calls/breastfeeding/index.html>

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for one additional year, 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 performance measures will be used to measure the effectiveness of the agreement.

- A minimum of 10 nurses or child care professionals possessing a New Hampshire Early Childhood Master Teacher, Administrator, or Allied Health Credential, will complete the Child Care Health Consultation training
- A minimum of 10 New Hampshire licensed child care programs will receive Child Care Health Consultation
- A minimum of 500 children, ages birth to five, will be impacted by Child Care Health Consultations
- A minimum of five success stories will be collected from the Child Care Health Consultants or licensed child care programs
- Breastfeeding training will be developed and delivered to a minimum of 10 child care programs that care for infants
- A minimum of five child care programs will apply for the Breastfeeding Friendly Child Care Award.

Area served: statewide.

Source of Funds: 100% Federal Funds from the Centers for Disease Control and Prevention and the US Department of Health and Human Services, Health Resources and Services Administration, Maternal and Child Health Bureau.

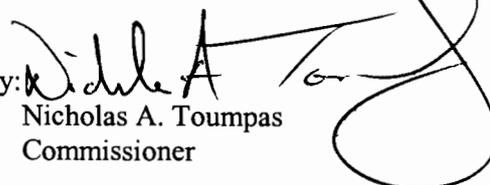
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD
Director

Approved by:



Nicholas A. Toumpas
Commissioner

JTM/sjf

Program Name Obesity Prevention Program
Contract Purpose Child Care Health Consultation in Public Health Regions
RFP Score Summary

RFA/RFP CRITERIA	Max Pts	Keene State College	Bidder Name, Town, St						
Agy Capacity	30	29.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Program Structure	50	42.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Budget & Justification	15	12.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Format	5	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	100	88.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

BUDGET REQUEST									
Year 01		\$53,183	-	-	-	-	-	-	-
Year 02		-	-	-	-	-	-	-	-
Year 03		-	-	-	-	-	-	-	-
TOTAL BUDGET REQUEST		\$53,183	-	-	-	-	-	-	-
BUDGET AWARDED									
Year 01		\$53,183	-	-	-	-	-	-	-
Year 02		-	-	-	-	-	-	-	-
Year 03		-	-	-	-	-	-	-	-
TOTAL BUDGET AWARDED		\$53,183	-	-	-	-	-	-	-

RFP Reviewers	Name	Job Title	Dept/Agency	Qualifications
1	Scot Foster	Physical Activity Coordinator	DPHS/Obesity Prevention	These reviewers all have more than ten years experience working with or on behalf of children ages birth to five years. Areas of specific experience include breastfeeding, physical activity and nutrition in early childhood settings, Maternal and Child Health, Obesity Prevention, and nutrition for youth and families.
2	Lissa Sirois	Breast Feeding Coordinator	DPHS/WIC	
3	Deirdre Dunn	Early Childhood SPC	DPHS/MCH	
4				
5				
6				
7				
8				
9				
10				

COOPERATIVE PROJECT AGREEMENT

between the

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

and the

Keene 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, Division of Public Health Services**, (hereinafter "State"), and the University System of New Hampshire, acting through **Keene 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 **6/30/13**. 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: **Child Care Health Consultation in Public Health Regions**

- 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: Scot J. Foster
 Address: NH DHHS DPHS
 Obesity Prevention Program
 29 Hazen Drive
 Concord, NH 03301
 Phone: 603-271-4628

Campus Project Administrator

Name: Dr. Penny J. Miceli
 Address: Keene State College
 Office of Sponsored Projects and
 Research
 229 Main St.
 Keene, NH 03435
 Phone: 603-358-2427

- 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: Regina Flynn
 Address: NH DHHS DPHS
 Obesity Prevention Program
 29 Hazen Drive
 Concord, NH 03301
 Phone: 603-271-4623

Campus Project Director

Name: Dr. Karrie Kalich
 Address: Keene State College
 229 Main St.
 Keene, NH 03435
 Phone: 603-228-2084

F. Total State funds in the amount of **\$53,183** 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. 5U58DP001471-05 in the amount of \$33,183 from the Centers for Disease Control and Prevention (CDC) under CFDA# 93.548 and from Grant/Contract/Cooperative Agreement No. H25MC00249 in the amount of \$20,000 from the US Department of Health and Human Services, Health Resources and Services Administration (HRSA) Maternal and Child Health Bureau under CFDA# 93.110. 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.

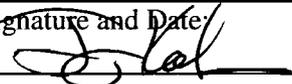
This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties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

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

**By An Authorized Official of:
Keene State College**

Name: Dr. Jay V. Kahn

Title: Interim President

Signature and Date:  3-15-13

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

Name: José Thier Montero *Brook Dupce*

Title: *Director Bureau chief*

Signature and Date:  4/17/13

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

Name: *Jeanne P. Herrick*

Title: *Attorney*

Signature and Date:  4/11/13

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

Name:

Title:

Signature and Date:

EXHIBIT A

A. Project Title: Child Care Health Consultation in Public Health Regions

B. Project Period: Date of Governor and Council Approval through 6/30/13

C. Objectives: Refer to D Scope of Work

D. Scope of Work:

- Coordinate and promote a Child Care Health Consultant training utilizing trainers that have completed the National Training Institute (NTI) for Child Care Health Consultation training program
- Recruit up to ten nurses affiliated with New Hampshire's public health regions to attend the training
- If fewer than ten affiliated nurses agree to attend the training, the training can be made available statewide to other registered nurses or to child care professionals possessing a NH Early Childhood Master Teacher, Administrator, or Allied Health Credential
- Provide the ten attendees with a minimum \$300 stipend for completing the training
- Work with the ten newly-trained Child Care Health Consultants to provide nutrition and/or physical activity consultation to at least one licensed child care program upon completion of the training
- The newly-trained Child Care Health Consultants will utilize a reporting form, made available by the Obesity Prevention Program, to document all consultations with child care programs
- Provide a minimum \$250 stipend to each consultant following successful consultation with one licensed child care program
- Each of the ten child care programs agreeing to receive child care health consultation will receive a minimum \$250 stipend for use in improving the breastfeeding, nutrition or physical activity environment at their program
- Collect any success stories from child care programs and/or the newly trained Child Care Health Consultants for use in promoting future training programs
- Submit a brief end-of-project report, utilizing a form to be provided by the Obesity Prevention Program, by June 30, 2013
- Review current NH Child Care Licensing Rules that support or hinder breastfeeding promotion and support
- Complete a brief assessment, of existing (or lack of) breastfeeding friendly child care environments, written breastfeeding policy, breastfeeding education for parents and infant staff, assessing at least 10% of the total number of NH child care providers licensed to care for infants
- Complete a report summarizing the results of the assessments and recommendations for improvements based on using the Caring for Our Children: National Health and Safety Performance Standards: Guidelines for out-of-Home Child Care
- Develop a basic breastfeeding training in conjunction with NH Women Infants and Children (WIC) Breastfeeding Coordinator, for child care providers and staff. Utilize the standards in Caring for Our Children: National Health and Safety Performance Standards: Guidelines for Out-of-Home Child Care and the 2010 Surgeon General's Call to Action to Support Breastfeeding.

- Conduct the training to a minimum of 10 child care programs on creating a breastfeeding-friendly child care including how to develop a breastfeeding policy and environment that supports breastfeeding mothers and infants
- Develop or adopt existing education materials on breastfeeding support for parents returning to work and supporting breastfeeding mothers and babies in child care
- Develop and distribute promotional materials about the Breastfeeding Friendly Child Care award to child care programs licensed to care for infants
- Present the award criteria and promotion campaign to the NH Breastfeeding Task Force
- Recruit a multi-disciplinary committee (made up of New Hampshire Breastfeeding Task Force, NH DHHS Division of Public Health, Maternal and Child Health Section, Healthy Eating and Physical Activity Section, WIC Breastfeeding Coordinator, Child Development Bureau, Child Care Licensing Unit, Child Care Aware of New Hampshire, Early Learning New Hampshire, and others as identified) for reviewing Breastfeeding Friendly Child Care applications
- Coordinate the multi-disciplinary committee review of Breastfeeding Friendly Child Care award applications.
- Develop a Breastfeeding Friendly Child Care Award certificate to be presented during the annual World Breastfeeding Week, August 1-8

E. Deliverables Schedule: Performance Measures

PM 1 A minimum of 10 nurses or child care professionals possessing a NH Early Childhood Master Teacher, Administrator, or Allied Health Credential, that complete the Child Care Health Consultation training

PM 2 A minimum of 10 New Hampshire licensed child care programs that receive Child Care Health Consultation

PM 3 A minimum of 500 children, ages birth to five, impacted by Child Care Health Consultations

PM 4 A minimum of five success stories collected from Child Care Health Consultants or licensed child care programs

PM 5 The breastfeeding training is developed and delivered to a minimum of 10 child care staff that care for infants

PM 6 A minimum of five child care programs apply for the Breastfeeding Friendly Child Care Award

F. Budget and Invoicing Instructions: See attached Budget Form

Campus will submit invoices to State on regular Campus invoice forms no more frequently than monthly, referencing "Project Title: Child Care Health Consultation in Public Health Regions." Invoices shall show current and cumulative expenses by major cost categories. State will pay Campus within 30 days of receipt of invoice. Campus will submit its final invoice, marked "Final", no later than 60 days after the Project Period end date. Invoices shall be submitted to:

Regina Flynn
 NH DHHS DPHS
 Obesity Prevention Program
 29 Hazen Drive
 Concord, NH 03301

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 .

Budget Form

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

Bidder/Program Name: Keene State College

Budget Request for: Child Care Health Consultation in Public Health
Regions /13-DPHS-OPP-CCHC-PHR-27
(Name of RFP)

Budget Period: 5/1/2013 - 6/30/2013

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 23,657.00	\$ 14,123.00	\$ 37,780.00	rate negotiated with DHHS 59.7% of salary & wages
2. Employee Benefits	\$ 2,106.00	\$ -	\$ 2,106.00	
3. Consultants	\$ 3,000.00	\$ -	\$ 3,000.00	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 50.00	\$ -	\$ 50.00	
6. Travel	\$ 950.00	\$ -	\$ 950.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 100.00	\$ -	\$ 100.00	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 500.00	\$ -	\$ 500.00	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (required stipends/nurses):	\$ 8,697.00	\$ -	\$ 8,697.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 39,060.00	\$ 14,123.00	\$ 53,183.00	

Indirect As A Percent of Direct

36.2%

For DPHS use only

Maximum Funds Available - (DPHS program to enter total funds available)

\$ -

Reconciliation - (this line must be equal to or greater than \$0)

\$ (53,183.00)



State of New Hampshire
DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
 State House Annex • Room 120
 25 Capitol Street
 Concord, New Hampshire 03301

Approved
3-2
11/13/02

DONALD S. HILL
 Commissioner
 (603) 271-3201

September 27, 2002

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

REQUESTED ACTION

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

EXPLANATION

On April 12, 2000, University of New Hampshire President Joan Leitzel, Vice President for Research and Public Service Donald Sundberg, and Executive Director of Sponsored Research Kathryn Cataneo met with the Governor and Executive Council to discuss the mutual benefits of State-University partnerships and mechanisms to support those partnerships. One such mechanism involves streamlining the grant and 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

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.

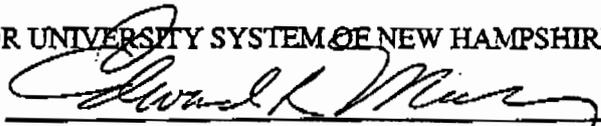
F. OTHER

- Names of University System Board of Trustees

21. APPROVALS AND AMENDMENTS

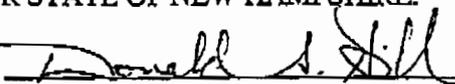
This Master Agreement is hereby approved and effective as of the date of the last signature below by an authorized representative of the University System of New Hampshire, State of New Hampshire, and Governor and Executive Council. Any amendments to this Master Agreement must be approved in writing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