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

Nicholas A. Toumpas
Commissioner

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

Mary Ann Cooney
Associate Commissioner

April 3, 2014

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

SOLE SOURCE

100% Federal funds

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to amend an existing **sole source** agreement with the University of New Hampshire, (Vendor #177867 B046), 51 College Road, Room 116, Durham NH 03824, by increasing the price limitation by \$347,507 from \$230,481 to \$577,988 and extending the contract completion date from June 30, 2014 to June 30, 2015 effective upon Governor and Executive Council approval. The Governor and Executive Council approved the original agreement on July 10, 2013 (Item #37).

Funds are available for State Fiscal Years 2014 and 2015 in the following accounts with the authority to adjust encumbrances between each of the State Fiscal Years through the Budget Office, if needed and justified, without Governor and Executive Council approval.

05-95-42-421010-1238 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, STAY GRANT

State Fiscal Year	Title	Activity Code	Class/ Object	Current Modified Budget	Increase (Decreased) Amount	Revised Modified Budget
2013	Contracts for Program Services	42103802	102-500731	\$14,294	0	14,294
2014	Contracts for Program Services	42103802	102-500731	\$216,187	\$65,660	\$281,847
2015	Contracts for Program Services	42103802	102-500731	\$0	\$281,847	\$281,847
Total:				\$230,481	\$347,507	\$577,988

EXPLANATION

The purpose of this request is to amend the existing **sole source** agreement, which will allow the vendor to continue efforts in expanding New Hampshire's workforce development in the children's behavioral health system. Workforce development efforts include ongoing coaching, training and technical assistance to professionals in order to continue work in the State's System of Care Expansion.

The original request was sole source because the Federal Office of Substance Abuse and Mental Health Services Administration required states applying for the System of Care Expansion Implementation grant to identify specific participating organizations in their grant submissions. The University of New Hampshire has been a lead stakeholder in the development of a set of core competencies for the workforce in children's public mental health services and is a partner in New Hampshire's System of Care Expansion work. After a thorough review, the Federal Office of

Substance Abuse and Mental Health Services Administration awarded the Department a System of Care Implementation grant based largely on the qualifications of this vendor.

This grant is being used to develop a sustainable system of care infrastructure for children and youth experiencing serious emotional, behavioral and/or mental challenges as well as their families. The infrastructure development will expand the array of supports for children and youth who are involved with two or more systems of care and are at risk for out-of-home placement.

The vendor has led the grant initiative for workforce development by creating a training network to expand the array of supports available to children and youth with serious emotional disturbances, as well as their families. This network promotes research-based interventions and improves the knowledge and skills of the children's behavioral health workforce. The vendor has also created a network of trained facilitators that receive ongoing coaching and mentoring to ensure fidelity to the process. New Hampshire has developed "core competencies" and practice standards for the children's behavioral health workforce, based on System of Care values and principles.

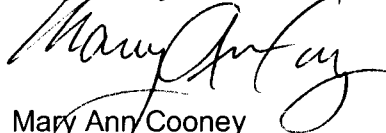
Should the Governor and Executive Council not authorize this request; the momentum to transform our children's mental health service delivery system will be significantly impaired. The progress and collaborative work to date of the public systems, family organizations and community providers will likely dissipate and the opportunity to improve outcomes for New Hampshire's children and youth, and their families will be lost.

Area Served: Statewide.

Source of Funds: 100% Federal

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

Respectfully submitted,



Mary Ann 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
University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on 7/10/13, item # 37, for the Project titled "FAST Forward Grant (System of Care Expansion Implementation)," Campus Project Director, **Joanne Malloy**, is and all subsequent properly approved amendments are hereby modified by mutual consent of both parties for the reason(s) described below:

Purpose of Amendment (Choose all applicable items):

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

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

- Article A. is revised to replace the State Department name of _____ with _____ and/or USNH campus from _____ to _____.
- Article B. is revised to replace the Project End Date of **6/30/14** with the revised Project End Date of **6/30/15**, and Exhibit A, article B is revised to replace the Project Period of **Date of Governor and Executive Council Approval – June 30, 2014** with **Date of Governor and Executive Council Approval – June 30, 2015**.
- Article C. is amended to expand Exhibit A by including the proposal titled, " _____ ," dated _____.
- Article D. is amended to change the State Project Administrator to _____ and/or the Campus Project Administrator to _____.
- Article E. is amended to change the State Project Director to _____ and/or the Campus Project Director to _____.
- Article F. is amended to add funds in the amount of **\$347,507** and will read:
Total State funds in the amount of **\$577,988** have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.
- Article F. is amended to change the cost share requirement and will read:
Campus will cost-share _____ % of total costs during the amended term of this Project Agreement.
- Article F. is amended to change the source of Federal funds paid to Campus and will read:
Federal funds paid to Campus under this Project Agreement as amended are from Grant/Contract/Cooperative Agreement No. _____ from _____ under CFDA# _____. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in

[Handwritten Signature]
3/31/14

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) _____ of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, as follows:

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

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

- Article H. is amended such that:

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

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

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

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

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

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

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

Name: Victor G. Sosa, Director
Title: Sponsored Programs Administration
Signature and Date: [Signature] 3/31/14

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

Name: Rosemary W. Ant
Title: Assistant Attorney General
Signature and Date: [Signature] 4-17-14

**By An Authorized Official of:
Department of Health and Human
Services, Division of Children, Youth &
Families**

Name: MARY ANN COOBY
Title: Associate Commissioner
Signature and Date: [Signature] 3/14/14

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

Name: _____
Title: _____
Signature and Date: _____

EXHIBIT A

A. Project Title: FAST Forward Grant

B. Project Period: is amended to read:
Date of Governor and Executive Council Approval through June 30, 2015

C. Objectives: (unchanged)

D. Scope of Work:
(unchanged)

E. Deliverables Schedule: (unchanged)

F. Budget and Invoicing Instructions:
Section 5, Budget and Narrative

Delete the State Funding Budget only and replace with:

State Funding Budget Matrix:

Budget Items	FY13 Original budget	FY14 Original Budget	FY14 increase	FY15 Budget
1. Salaries & Wages	6,433	56,469	0	66,389
2. Employee Fringe Benefits	2,895	24,033	0	23,866
3. Travel	800	3,000	0	3,000
4. Supplies and Services	1,650	88,075	52,111	132,455
5. Equipment	0	0	0	0
6. Facilities & Admin Costs	2,516	44,610	13,549	56,137
Subtotals	14,294	216,187	65,660	281,847
		Total Project Costs:	577,988	

Budget Narrative: (unchanged)

37 *glw*



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

Nicholas A. Toumpas
Commissioner

Maggie Bishop
Director

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 www.dhhs.nh.gov

June 13, 2013

*Sole Source
100% Federal*

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 for Children, Youth & Families to enter into a **sole source** Agreement with the University of New Hampshire, vendor number 177867-B046, to expand New Hampshire's workforce development in the children's behavioral health system, in an amount not to exceed \$230,401 effective July 1, 2013 or date of Governor and Executive Council approval, whichever is later, through June 30, 2014. Funds to support this request are anticipated to be available upon the availability and continued appropriation of funds in the future operating budgets.

05-95-42-421010-1238 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, STAY GRANT

<u>Appropriation</u>	<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
05-95-42-421010-12380000	102-500731	Contracts for Program Services	42103802	\$230,401

EXPLANATION

This request is **sole source** because the Substance Abuse and Mental Health Services Administration (SAMHSA) required applicant states to identify specific participating organizations in their grant submissions. New Hampshire identified all known agencies that have previously worked in concert with the State's Community Based Care System. The identified agencies were the University of New Hampshire (UNH), Granite State Federation of Families for Children's Mental Health (GSFFCMH), the National Alliance on Mental Illness New Hampshire (NAMI NH), and Families Advocating for Substance Abuse Treatment, Education and Recovery (FASTER) and Antioch College. Based largely on the qualifications of these organizations and after a thorough review SAMHSA awarded the State of New Hampshire a System of Care Implementation grant. The Department of Health and Human Services will be contracting various portions of this grant to each of these organizations.

This grant is being used to develop a sustainable system of care infrastructure for children and youth with serious emotional, behavioral and/or mental health challenges and their families. The infrastructure development will expand the array of supports for children/ and youth who are involved with two or more systems and who are at risk of out of home placement. UNH has been the lead stakeholder in developing a set of core competencies for

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
June 13, 2013
Page 2

the workforce in children's public mental health services and is a partner in New Hampshire's System of Care work.

UNH was awarded the contract to lead the grant initiative for workforce development. As part of the grant implementation, a training network will be created to expand the array of supports available to children/youth with serious emotional disturbances and their families, that will promote research-based interventions and will improve the knowledge and skills of the children's behavioral health workforce. New Hampshire has developed "core competencies" and practice standards for the children's behavioral health workforce, based on System of Care values and principles and UNH has been the coordinating agency in this effort. UNH will continue to identify policies and contracting, reimbursement and regulatory mechanisms for behavioral health providers that are most appropriate to embed with the core competencies of the children's behavioral health workforce.

In addition to the training network, UNH will create a network of wraparound facilitators. Facilitators will be trained using a annualized curriculum and will receive ongoing coaching and mentoring to ensure fidelity to the process.

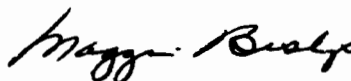
Should the Governor and Executive Council determine to not authorize this agreement, the momentum to transform our children's mental health service delivery system will be significantly impaired. The progress and collaborative work to date of public systems, family organizations and community providers will likely dissipate as a return to the status quo manifests itself. The opportunity to improve outcomes for New Hampshire's children and youth, and their families, may be lost

Area served: statewide.

Source of funds: 100% Federal Funds.

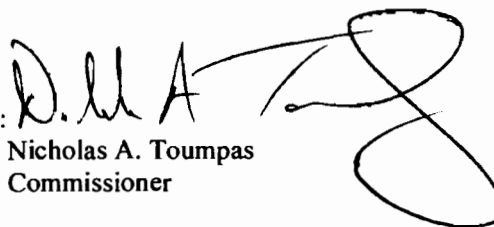
In the event Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Maggie Bishop
Director

Approved by:



Nicholas A. Toumpas
Commissioner

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, Department of Health and Human Services

and the

University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Health and Human Services, Division for Children Youth & Families**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **6/30/14**. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: FAST Forward Grant (System of Care Expansion Implementation)

- 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: Erica Ungarelli
 Address: DCYF
 129 Pleasant St.
 Concord, NH 03301
 Phone: 603-271-7298

Campus Project Administrator

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

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

State Project Director

Name: Erica Ungarelli
 Address: DCYF
 129 Pleasant St.
 Concord, NH 03301
 Phone: 603-271-7298

Campus Project Director

Name: JoAnne Malloy
 Address: Uiniveristy of New Hampshire
 Institute on Disability
 10 West Edge Dr. Suite 101
 Durham, NH 03824
 Phone: 603-228-2084

F. Total State funds in the amount of **\$230,481** 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 **20 %** 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. **1U79SM061249-01** from **Substance Abuse and Mental Health Services Administration** under CFDA# **93.243**. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

Article(s) _____ of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

H. State has chosen **not to take** possession of equipment purchased under this Project Agreement.

State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

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

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

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

Name: Karen M. Jensen

Title: Manager, Sponsored Programs Administration

Signature and Date:  5/31/13

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

Name: Jeanne Herrick

Title: Attorney

Signature and Date:  17 June 2013

**By An Authorized Official of:
Department of Health and Human
Services, Division for Children Youth &
Families**

Name: Maggie Bishop

Title: Director

Signature and Date:  6/14/13

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

Name: _____

Title: _____

Signature and Date: _____

EXHIBIT A

- A. Project Title:** FAST Forward Grant
- B. Project Period:** Date of Governor and Executive Council Approval, whichever is later, through June 30, 2014.
- C. Objectives:** NH FAST Forward will develop a sustainable system of care for children and youth with an emotional, socio-emotional, behavioral or mental health disorder diagnosable under the DSM-IV who meet the diagnostic criteria for serious emotional disturbances and their families. The infrastructure development proposed will expand the array of supports for children/youth with SED who are involved with two or more systems and who are at-risk for out-of-home placement.

As part of the implementation of the grant, a training network will be created to expand the array of supports available to children/youth with SED and their families, to promote research-based interventions, and to improve the knowledge and skills of the children's behavioral health workforce. New Hampshire has developed "core competencies" and practice standards for the children's behavioral health workforce, based on System of Care values and principles. We are in the planning phase of creating a statewide capacity for high fidelity wraparound, evidence-based practices including trauma-focused cognitive behavioral therapy, R.E.N.E.W. and other home and community-based approaches. We will create a network of wraparound facilitators. Facilitators will be trained using a manualized curriculum, and will receive ongoing coaching and mentoring to ensure fidelity to the process.

- D. Scope of Work:**
1. Governance structure for the Training Network established to include family and youth leadership and a linkage to the regional CME governance structure. (July 2013);
 2. Select curriculum for Wraparound Facilitators. (September 2013);
 3. Train Wraparound Facilitators. (June 2014);
 4. Provide ongoing coaching and mentoring of Wraparound Facilitators (ongoing);
 5. Collect and analyze data annually on existing workforce capacity using the core competency self-assessment tool and prioritize capacity building. (June 2013 and June 2014);
 6. Continue to provide training, technical assistance and coaching. (ongoing);
 7. Review existing training curriculum for respite providers and adapt or develop the curriculum. (January 2014);
 8. Train cohort of respite providers. (June 2014);
 9. Prioritize one evidence-based or evidence-informed practice per year and conduct training and coaching to implement the practice. (September 2013 and September 2014).

10. Report to the Program Director and Grant Steering Committee on progress with the deliverables.
(Monthly)

11. Staffing:	FTE
Project Director	.30
Training Network Assistant	.10
RENEW/WRAP Training Coordinator	.15
RENEW/WRAP Trainer	.10
Program Support	.10
Research Coordinator	Hourly Support

11.1. Campus shall ensure that staff has the appropriate training, education and experience.

E. Deliverables Schedule: See Scope of Work.

F. Budget and Invoicing Instructions: 1. State Account Number

Funds supporting this Agreement are in Account Number 05-95-95-958010-0000-072-500573.

2. Cost Share:

The required match of 20% will be documented through the use of salary, fringe and F&A costs for the IOD Director provided by the University of New Hampshire. The match shall not be derived from federal funds or used as match against any other state contract or federal program.

3. Invoicing Instructions

Campus will submit invoices to State on regular Campus invoice forms no more frequently than monthly and no less frequently than quarterly. Invoices will be based on actual project expenses incurred during the invoicing period, shall show current and cumulative expenses by major cost categories, shall document cumulative cost sharing through the end of the invoicing period and will certify that the match was not derived from federal funds or used as match against any other state contract or federal program. The State will pay Campus within 30 days of receipt of each invoice. Campus will submit its final invoice not later than 75 days after the Project Period end date

4. Funding Level: Funding for this Agreement is based upon and subject to availability of the Grant Award to support this project. If the funding for this Agreement is not available at the proposed levels, the Agreement will be adjusted accordingly.

5. Budget and Narrative

State Funding

Budget Items	State Fiscal Year 2013	State Fiscal Year 2014	Grand Total
1. Salaries and Wages	\$6,433	\$56,469	\$62,902
2. Employee Fringe Benefits	\$2,895	\$24,033	\$26,928
3. Travel	\$800	\$3,000	\$3,800
4. Supplies and Services	\$1,650	\$88,075	\$89,725
5. Equipment	\$0	\$0	\$0
6. Facilities & Administrative Costs	\$2,516	\$44,610	\$47,126
Total Project Costs	\$14,294	\$216,187	\$230,481

Budget Narrative:

Personnel:

JoAnne Malloy, Project Director. Dr. Malloy will be responsible for managing all aspects of the project including planning activities, staff training and supervision, coordinating research and evaluation activities, financial management and project evaluation activities. FY13 \$4,357, FY14 \$26,926.

Melissa Mandrell, Training Network Assistant. Ms. Mandrell will be responsible for supporting the development of the content material for System of Care and wraparound training and knowledge management system platform. FY13 \$0, FY14 \$6,593.

Jonathan Drake, RENEW/WRAP Training Coordinator. Mr. Drake will be responsible for the development and delivery of a wraparound curriculum including the development of on line training and coaching tools, and coordinating project activities with participating agencies. FY13 \$1,322, FY14 \$8,167.

Kathryn Francoeur, RENEW/WRAP Trainer. Ms. Francoeur will be responsible for working with Mr. Drake to provide training and coaching services to wraparound facilitators and agency mentors, and to interface with the participating agencies. FY13 \$0, FY14 \$4,621.

Sarah O'Rourke, Program Support. Ms. O'Rourke will assist project staff in the day to day operation of this project. Tasks will include correspondence with project staff, preparing project training materials for distribution, tracking technical assistance/consultation invoices, coordinating training conference details such as travel arrangements, dissemination packets, etc. FY13 \$754, FY14 \$4,662.

Peter Antal, Research Coordinator. Dr. Antal is responsible for continuing to assess the core competencies of members of the children's behavioral health workforce, using an on line survey tool. FY13 \$0, FY14 \$5,500.

Fringe Benefits:

Benefits Rate(s): The Employee Benefit Rates are based on UNH's most current Rate Agreement with the U. S. Department of Health and Human Services, as required under OMB Circular A-21. A copy of the Rate Agreement is provided annually to the NH Department of Administrative Services. The full Employee Benefits rate applies to salaries and wages, except for hourly and college work study wages, graduate student salaries, and faculty summer salaries. The partial rate applies to non-student hourly wages, FICA-eligible graduate student pay, faculty summer salaries, and other exceptions to faculty and staff contract pay. The post doctoral research rate applies to all postdoctoral staff

Travel: Funds will be used to support project staff travel activities. Mileage is reimbursed at the current federal rate. Travel will include travel from one work site to another and travel to and from staff meetings and other organization events. FY13 \$800, FY14 \$3,000.

Supplies and Services:

Supplies. Funds will be used for the purchase of office supplies/services directly related to the support of this project. These items may include laptops, software, and materials/supplies for conferences/training. FY13 \$550, FY14 \$1,700.

Telecommunications: Funds will be used to support the long distance telecommunication expenses associated with this project. FY13 \$100, FY14 \$500.

Printing/copying: Funds will be used to support the costs of developing and disseminating project materials and outcomes in various formats, including alternatives such as large text or audio as needed. FY13 \$625, FY14 \$1,922.

Postage: Funds will be used to support postage expenses related to project activities. FY13 \$75, FY14 \$253.

Conference/Meeting Costs: Funds will be used to support the costs associated with training collaborative team meetings and wraparound training sessions. FY13 \$0, FY14 \$5,000.

Website hosting, training and maintenance costs: Funds will be used to support the costs of software and development of the training collaborative knowledge management system. FY13 \$0, FY14 \$3,600

Occupancy Costs: Funds will be used to address a portion of the rental and occupancy expenses related to the project. FY13 \$300, FY14 \$1,800.

TBD – WRAP Consultants. Funds will be used to support the purchase of wraparound consultation from national experts and to purchase wraparound facilitator services for participating youth and families. FY13 \$0, FY14 \$25,000.

GSFFCMH – WRAP Training. Funds will be used to support the development and delivery of wraparound training and on-site coaching services to agency facilitators. FY13 \$0, FY14 \$15,000.

Respite Training. Funds will be used to support the development and delivery of respite care training to community-based providers in collaboration with the wraparound process. FY13 \$0, FY14 \$14,000.

Strafford Learning Center - WRAP Training. Funds will be used to support the development and delivery of wraparound training and on-site coaching services to agency facilitators. FY13 \$0, FY14 \$10,000.

Behavioral Health Partners Stipends. Funds will be used to support the participation of 3 community mental health center experts to develop training curriculum related to the core competencies. FY13 \$0, FY14 \$4,500.

Institutes of Higher Education. Funds will be used to support the development of undergraduate and graduate level coursework that reflects the System of Care and core competencies frameworks. FY13 \$0, FY14 \$4,800.

6. Notwithstanding Article 5 of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire, an amendment limited to the terms of Budget in #4 above, to adjust the amounts within the price limitation and between state fiscal years can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

G. Other:

1. The Department may renegotiate the terms and conditions of the contract in the event applicable local, state, or federal law, regulations or policy are altered from those existing at the time of the contract in order to be in continuous compliance therewith.

2 Credits:

Documents (notices, press releases, research reports, and other materials) prepared for public distribution during or resulting from the performance of the services of the Project Agreement shall include the following statement:

- The preparation of this (report, document, etc.) was financed under a Project Agreement with the State of New Hampshire, Department of Health and Human Services, with funds provided by Grant #1U79SM061249-01 from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration.
3. **Prior Approval and Copyright Ownership:**
All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Campus shall not reproduce any materials produced under the contract without prior written approval from DHHS. Except for the foregoing copyright ownership provision, Campus shall retain ownership for any and all of its original materials, regardless of whether they are used in delivery of Campus' responsibilities under this contract. The State shall grant to Campus a non-exclusive, perpetual, royalty-free license to reproduce, modify, and use all such materials produced under this agreement for its own non-commercial purposes.
 4. **Ownership of Data and Property:** The Campus agrees that all data and any property which has been received from DHHS, including but not limited to training materials and reports, shall be the property of DHHS and shall be returned upon demand, or upon termination of this Agreement for any reason. All data and any property including but not limited to, training records, and training materials (electronic and hardcopy) and reports, created for the purposes of services provided through this CPA shall be co-owned by the State of NH DHHS and the Campus. Neither party may use the curriculum, training records, and training materials (electronic and hardcopy) for commercial gain.

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 .

Campus Authorized Official KJ
Date 5/31/13

Master Agreement



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) 771-3201

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, 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 15th day of April, 2011, 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.

I. 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

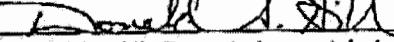
This Master Agreement is hereby approved and effective as of the date of the last signature below by an authorized representative of the University System of New Hampshire, State of New Hampshire, and Governor and Executive Council. Any amendments to this Master Agreement must be approved in writing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

FOR UNIVERSITY SYSTEM OF NEW HAMPSHIRE:

By 
Edward R. MacKay, Vice Chancellor and Treasurer

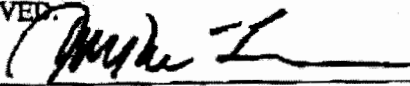
9/16/02
Date

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

COOPERATIVE PROJECT AGREEMENT
STATE OF NEW HAMPSHIRE and
[Name of the University System campus participating in the project]
of the
UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, [Name of the department, agency or unit of the State], (hereinafter "State"), and the University System of New Hampshire, acting through [Name of the University System campus participating in the project], (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 [insert date]. 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.

[insert project title]

- 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.

FOR STATE

FOR CAMPUS

[Name, Address, etc.]

[Name, Address, etc.]

- 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.

FOR STATE

FOR CAMPUS

[Name, Address, etc.]

[Name, Address, etc.]

F. Total funds in the amount of \$ _____ 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.

[optional – use when Campus will contribute to the cost of the project] Campus will cost-share _____% of total costs during the term of this Project Agreement.

[optional – use when Federal funds are being used to pay Campus] Federal funds paid to Campus under this Project Agreement are from [Grant/Contract/Cooperative Agreement No. _____] from [Name of Federal Agency] under CFDA# _____. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. [optional] By mutual agreement of the parties, Article(s) [list applicable Articles] of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 are hereby amended to read:

[Insert text of revisions here]

H. [optional] 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 [Name of the campus of the University System participating in the project] and the State of New Hampshire, [Name of the department, agency or unit of the State] have executed this Project Agreement.

By An Authorized Official of: [Name of the University System campus]
Name:

Title:

Signature and Date:

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

Title:

Signature and Date:

By An Authorized Official of: [Name of the State department, agency or unit]
Name:

Title:

Signature and Date:

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

Title:

Signature and Date:

EXHIBIT A
(Proposal)

[Description of project activities to be undertaken during the period of the agreement, to include: (a) project title, (b) project period, (c) objectives, (d) scope of work, (e) schedule of reports or other deliverables, and (f) 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 also.]

- A. Project Title:
- B. Project Period:
- C. Objectives:
- D. Scope of Work (Include description of specific tasks if appropriate.)
- E. Deliverables Schedule (Identify required reports, due dates and receiving party.)
- F. Budget and Invoicing Instructions (Include an approved project budget, reallocation restrictions [if any], a mutually agreeable payment schedule, and invoicing instructions.)

EXHIBIT B

[All applicable requirements, regulations, provisions, terms and conditions of the Federal (Contract/Grant/Cooperative Agreement) should be included in this Exhibit and be 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.]