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

Jeffrey A. Meyers  
Commissioner

Lorraine Bartlett  
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

May 14, 2016

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to enter into an agreement with Granite State College (Vendor #177491-B001), 26 College Drive, Concord, NH 03301, in an amount not to exceed \$1,834,000 for the provision of an education and training partnership that provides training and education opportunities to resource families, residential care providers, certain post-adoptive families and Division for Children, Youth and Families staff, effective July 1, 2016 or date of Governor and Executive Council approval, whichever is later, through June 30, 2018.

Funds to support this request are available in the following account in State Fiscal Year 2017 and anticipated to be available in State Fiscal Year 2018 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between state fiscal years through the Budget Office, if needed and justified without further approval from Governor and Executive Council.

**05-95-42-421010-29600000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, ORG'L LEARNING & QUALITY IMPRVMT**

Fiscal Year	Class	Title	Activity Code	Amount
2017	066-500543	Contracts for Program Scvs	42106011	\$917,000
2018	066-500543	Contracts for Program Scvs	42106011	\$917,000
			<b>Total:</b>	<b>\$1,834,000</b>

**EXPLANATION**

The Department of Health and Human Services, Division for Children, Youth and Families is mandated by State and Federal regulations to deliver pre-service and ongoing education and training opportunities that are specific to working with children and families to resource families, residential care providers, Division for Children, Youth and Families staff and some post-adoptive families served by the Division. These education and training opportunities include instruction in the provision of care for children in out-of-home placement, family engagement strategies that strengthen families, such as shared parenting, child development and trauma informed supports to children and their families.

These education and training opportunities are held statewide at times and locations that are convenient to the target population and assist resource families, staff and providers in meeting annual training requirements. All learning opportunities funded through the Division are based upon four core principles of training; accessible, needs based, outcome focused, and local. These core principals form the Division's Education and Training Partnership.

This partnership operates collaboratively with the Division, its Bureau of Organization Learning and Quality Improvement, and learning partners across the state. This collaboration supports a dynamic approach to ensure resource families, providers and staff receive high quality training that responds to the unique and changing needs of children, youth and families served by the Division in line with the agency's Practice Model.

This request meets the conditions of the federal requirement to provide pre-service and ongoing education and training opportunities to resource families, residential care providers, Division for Children, Youth and Families staff and some post-adoptive families that are specific to working with children and families served by the Division.

This contract was competitively bid. On November 12, 2015 the Department issued a Request for Proposals to solicit proposals to provide an education and training partnership. The request for proposals was available on the Department of Health and Human Services website from November 12, 2015 through December 18, 2015. One proposal was submitted.

The proposal was evaluated by a team of employees with knowledge of the program requirement and the Division for Children, Youth and Families' Education and Training Partnership Program. The team also included staff with significant business and management expertise.

This contract contains renewal language that reserves the right to renew the contract for up to four (4) additional years, subject to continued availability of funds, satisfactory performance of services, and approval by Governor and Executive Council.

Should Governor and Council not authorize this request, over 450 potential and existing foster and adoptive homes annually may not have access to pre-service and continual education and training services which may affect the ability to qualify to provide licensed. Additionally, another 600 homes currently licensed would not have access to the critical training they need, thus putting children at risk for abuse and neglect. Without availability of foster and adoptive homes, these children would likely be placed in residential care, which has a higher cost associated with it and the care might not be clinically appropriate. Additionally, residential providers would not have access to training for their staff that is critical to ensuring safe and successful treatment outcomes for youth.

Area Served: Statewide.

Source of Funds: 100% Federal Funds.

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

Respectfully submitted,



Lorraine Bartlett  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner

**COOPERATIVE PROJECT AGREEMENT**

between the

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

**Granite State College** of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Health and Human Services**, (hereinafter "State"), and the University System of New Hampshire, acting through **Granite State College**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **6/30/18**. 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: **RFP-17-DHHS-OHS-DCYF-02 Education and Training Partnership**

- 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: Rebecca Lorden  
 Address: DCYF  
129 Pleasant Street  
Concord NH 03301

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Phone: 603-271-9552

**Campus Project Administrator**

Name: Lisa Shawney  
 Address: Granite State College  
25 Hall Street  
Concord NH 03301

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Phone: 603-513-1335

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

**State Project Director**

Name: Heidi Young  
 Address: DCYF  
129 Pleasant Street  
Concord NH 03301

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Phone: 603-271-7212

**Campus Project Director**

Name: Suzanne Moberly  
 Address: Granite State College  
25 Hall Street  
Concord NH 03301

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Phone: 603-271-6625

F. Total State funds in the amount of **\$1,834,000** have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

Campus will cost-share **see Exhibits B-2 and B-3, attached** % 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. **Title IV-E and IV- B** from **US Department of Health and Human Services** under CFDA# **93.658 and 93.645**. 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 **Granite State College** and the State of New Hampshire, **Department of Health and Human Services** have executed this Project Agreement.

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

Name: Lisa Shawney

Title: Vice President/CFO

Signature and Date:

*Lisa Shawney* 5/4/16

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

Name: Megan A. Yopl

Title: Attorney

Signature and Date:

*Megan A. Yopl* 4/3/16

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

Name: Marilee Nihan, MBA

Title: Deputy Commissioner

Signature and Date:

*Marilee Nihan*

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

Name:

Title:

Signature and Date:

Campus Authorized Official

Date: *5/4/16*

## EXHIBIT A

- A. **Project Title:** Education and Training Partnership (RFP 17-DHHS-OHS-DCYF-02)
- B. **Project Period:** July 1, 2016 or date of Governor and Executive approval, whichever is later through June 30, 2018. The Division reserves the right to renew the contract for up to four (4) additional years, subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council.
- C. **Objectives:** See Exhibit A-1, attached
- D. **Scope of Work:** See Exhibit A-1, attached
- E. **Deliverables Schedule:** See Exhibit A-1, attached
- F. **Budget and Invoicing Instructions:** See Exhibit B-1, B-2, and B-3, attached
- G. **Other:**

## EXHIBIT B

This Project Agreement is funded under a Grant/Contract/Cooperative Agreement to State from the Federal sponsor specified in Project Agreement article F. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between State and Campus, except that wherever such requirements, regulations, provisions and terms and conditions differ for INSTITUTIONS OF HIGHER EDUCATION, the appropriate requirements should be substituted (e.g., OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102). References to Contractor or Recipient in the Federal language will be taken to mean Campus; references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or State or both, as appropriate.

Special Federal provisions are listed here:  None or .

  
5/4/16



## Scope of Services

### 1. Provisions Applicable To All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date. Some elements of the contractor's plan consist of:
  - 1.1.1. Continuing to provide translation when necessary through the use of the ATT translation line.
  - 1.1.2. Hiring a content expert to begin to translate the FACES curricula into Spanish as funding allows.
  - 1.1.3. Attempting to hire a Spanish speaking foster parent to teach a Spanish version of FACES.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.

### 2. Services to Be Provided

- 2.1. The Contractor shall operate a cooperative education and training program in conjunction with DCYF that includes the delivery of new and existing curricula as well as other training and educational opportunities that will enhance learning and outcomes.
  - 2.1.1. These programs will operate in a manner that is responsive to the needs and preferences of resource families, residential care providers, post-adoptive families and DCYF employees who qualify for Title IV-E reimbursement for training and education in terms of access, content and scheduling.
  - 2.1.2. Programs must be built upon best practices or evidence-based elements available locally, regionally or nationally, and be particularly inclusive of the voice of birth parents and youth.
- 2.2. The Contractor shall market the education and training programs to resource families, residential care providers, post-adoptive families and DCYF employees who qualify for Title IV-E reimbursement for training and education, using methods that enhance attendance.
  - 2.2.1. Recruitment of prospective resource and adoptive families will be done by radio public service announcements in areas where there is a specific need for them, and they are contacted via email.
  - 2.2.2. Caregiver On-Going Training course availability will be emailed regularly to worker in contact with resource and adoptive families throughout the state:



Exhibit A-1

- DCYF resource and administrative personnel, resource, permanency, and adolescent workers, residential directors, and ISO licensing workers.
- 2.2.3. Training reminders will be emailed to participants a week before each class.
- 2.3. The Contractor shall manage reimbursement of childcare expenses incurred by resource families in order to attend trainings.
- 2.4. The Contractor shall offer training programs in the following quantities, at frequencies that will address the needs of service population in section 2.2.1.
- 2.4.1. **FACES - Foster and Adoptive Care Essentials (FACES):** The Contractor will coordinate a minimum of 30 and a maximum of 34 FACES series annually statewide based on Division needs, unless otherwise authorized by the Bureau of Organizational Learning and Quality Improvement (BOLQI) Training Administrator (or designee).
- 2.4.2. FACES classes will be free to participants and qualify as continuing education units that equal specific amounts of contract hours.
- 2.4.2.1.1. For Modules I and II, Orientation and Regulations are delivered by DCYF staff with coordination and support from the Contractor.
- 2.4.2.1.2. For Modules III – VII, The Developing Child, The Effects of Childhood Trauma, Experiencing Grief and Loss, Promoting Positive Behavior, and Lifelong Connections, the Contractor will provide qualified instructors/trainers.
- 2.4.3. **COT - Caregiver On-Going Training:** The Contractor will provide a minimum of 115 and a maximum of 120 classes annually statewide in both face to face and online, based on Division needs.
- 2.4.3.1 COT courses include but are not limited to: Connecting with Teens in Placement, Guiding Teens through NH TRAILS, How to talk with Teens about Sexuality, The Unique Needs of Adolescents and Their Caregivers, Exploring Adoption, Post-Adoptive Services and Resources, My Family After Adoption, Caring for Children with Developmental Disabilities, Caring for Children with Emotional Disabilities, Effective Parenting: From Chaos to Cooperation, Guiding the Behaviors of Pre-School Children, Parenting Children who Exhibit Sexualized Behaviors, Promoting Positive Behavior in School Age Children, Severe Behaviors of Youth in Placement, Strategies for Managing Sexualized Behaviors, The Challenging Adolescent: Strategies that Work, Attachment: A Child's Ability to Connect, Child Development: Infancy through School Age, Autism Spectrum Disorders, Transitions in Adolescent Development, Team Up for Quality Placements, ADHD: Childhood through Adolescence, Fostering Success in School, Kids: Abnormal/Normal Expectations, Understanding Developmental Disabilities, Understanding a how to Address a Child's Cognitive Development Needs, Maintaining Relationships and Promoting Connections, Traumatic Bonding and Domestic Violence, Parents in Prison: Keeping Kids Connected, Positive Connections with Birth Families, Complexities of Sibling Relationships, Communicable and Infectious Diseases, Drug Education, Youth Safety in the Age of Technology,



Exhibit A-1

Medications: What resource Parents Need to Know, Substance Abuse: Adolescents and Families, Child Abuse and Neglect, The Trauma of Sexual Abuse, Medications: What Residential Staff Need to Know, Medications: Residential Staff Review, Promoting Health Eating Habits in Children, NH FIRST Training: First Initial Response and Support Team, The Effects of Foster Care on the Foster Family, Resource Parent Mentoring to Resource Parent Mentoring, How is Your Stress Life?, Advocating for kids who are in Placement, Conflict and Anger Management, Documentation for Court and Case Reviews, Introduction to Specialized Care, Creating Connections through Life Stories, Emergency Foster Care Training, Separation and Loss, Transitions: Preparing for Placement Changes, Collaboration in Care, Caring for Children Who Have Experienced Trauma, Relatively Speaking: About the Child in Your Care(distance learning delivery), Relatively Speaking: About Birth Parents (distance learning delivery), Relatively Speaking: About You (distance learning delivery), Reunification Mentoring Training, Collaboration in Care, Caring for Children Who Have Experienced Trauma, Safely Conducting Family Work, Better Together with Foster Parents, Residential Provider Sexual Harassment & Assault Awareness Training (PREA), and Therapeutic Crisis Intervention.

- 2.4.3.2 The Contractor will use email and the Granite State College Education and Training Partnership website to market the classes to resource and adoptive parents, relative caregivers, residential and childcare staff, and DCYF employees.
- 2.4.3.3 COT classes will be free to qualifying participants and offer in-depth coverage of topics important to the target populations.
- 2.4.3.4 Continuing Education Units will be available.
- 2.4.3.5 Classes will be taught by experienced E&TP resource caregiver trainers.
- 2.4.4. RCCT - Residential Counselor Core Training: The Contractor will provide at least two (2) RCCT series, consisting of five face-to-face, six-hour modules annually statewide based on Division needs, unless otherwise authorized by the BOLQI Training Administrator (or designee).
  - 2.4.4.1 The RCCT series will be offered free to qualified participants;
  - 2.4.4.2 Continuing Education Units will be given to participants for participation.
  - 2.4.4.3 RCCT courses include but are not limited to: Abuse and Neglect of Children and Adolescents, Development and Child Trauma, Serving Children and Families, Staff Roles and Responsibilities, and Out-of-Home Placement Options.
- 2.5. The Contractor shall maintain all certification and recertification of all trainers in fields where appropriate and deems necessary by DCYF.
- 2.6. The Contractor shall coordinate all modules of Training. This includes:
  - 2.6.1. Developing and maintaining curriculum;
  - 2.6.2. Physical Training space;
  - 2.6.3. Providing equipment and materials;



Exhibit A-1

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- 2.6.4. Registration/attendance tracking; and
  - 2.6.5. Conducting course evaluations.
  - 2.7. The Contractor shall provide logistical and staff support for the training and education programs delivered.
  - 2.8. The Contractor shall collaborate with DCYF to design and/or update and deliver training programs and educational opportunities based upon the agency priorities, such as the Child and Family Services Review, Practice Model, and adoption of evidence-based practices, and changing federal legislation, i.e. Trauma Informed approaches, Better Together with Birth Parents, Therapeutic Crisis Intervention, Residential Provider Sexual Harassment and Assault Awareness, Reasonable and Prudent Parenting Standards, etc.
  - 2.9. The Contractor shall maintain a sufficient pool of qualified trainers, to include members from resource families, residential care providers, post-adoptive families and DCYF employees, as well as birth parents and youth. The Contractor will:
    - 2.9.1. ensure that all trainers are qualified to teach specific courses; and
    - 2.9.2. routinely, and as needed, provide support and development of trainers.
  - 2.10. The Contractor shall function as one component of a larger, integrated training system within the Division that includes several other programs and contractors. As such, the Contractor will:
    - 2.10.1. Play a leadership role within the BEE; and
    - 2.10.2. Integrate with and provide overall support for the Division's training unit through participation in the LiLaC and BEE groups.
  - 2.11. The Contractor shall participate, and in some cases when necessary, lead subcommittees within the LiLaC and BEE groups.
  - 2.12. The Contractor shall coordinate the annual NH Foster and Adoptive Parent Association (FAPA) conference in partnership with the Division and the NH FAPA. This will include the program, venue coordination, food selection and payment, brochure development, registration tracking and conference evaluation
  - 2.13. The Contractor shall be responsible for training program data collection including, but not limited to, demographic information regarding attendees, individual training records for resource families, trainers, courses offered, training evaluations and curriculum archiving. Compatible data will be maintained in the Division's Statewide Automated Child Welfare Information System (SACWIS), NH Bridges to enhance system integration. The contractor will be responsible for the creation and maintenance of a database to track those elements not compatible with NH Bridges.
    - 2.13.1. The Contractor will enter and maintain individual training records of foster parents in the NH Bridges system to the extent that system parameters allow, and will obtain releases from foster parents as needed to ensure FERPA compliance. This will ensure that foster parent training records are currently and permanently accessible to appropriate DCYF staff, and are inclusive of other training activities completed by foster parents outside of this contract, and integrated with the larger Division training system.

Handwritten initials "AS" and date "5/24/16" in blue ink.



2.13.2. The Contractor will track all data relative to training activities in duplicated and unduplicated count, and will assess, maintain, and enhance the current tracking system regarding trainings inclusive of the final report conclusions and follow up.

### 3. Staff Requirements

3.1. The Contractor shall provide sufficient staff to implement a high quality, comprehensive, competency-based training program.

3.1.1. These employees shall have the ability to work closely in partnership with the DCYF BOLQI Training Administrator (or designee), DCYF staff, and other staff as appropriate and necessary to accomplish all program goals of this education and training partnership

3.1.2. Staffing levels must support project leadership, training coordination, program and curriculum development, quality assurance and administrative support.

3.2. The Contractor will provide staff members (6.5 FTE for each SFY) devoted to the Education & Training Partnership contract :

3.2.1. Project Director III, responsible for:

3.2.1.1 Overall Education and Training Partnership program planning and development;

3.2.1.2 Budgeting;

3.2.1.3 Implementation

3.2.1.4 Maintenance; and

3.2.1.5 Supervision of staff.

3.2.2. Curriculum Planning Specialist, responsible for:

3.2.2.1 Development and updating COT and RCCT curricula; and

3.2.2.2 Supervisor of staff.

3.2.3. Program Development Specialist, responsible for:

3.2.3.1 FACEs curriculum design,

3.2.3.2 Development;

3.2.3.3 Responsive coordination/delivery;

3.2.3.4 Hiring and supporting instructors; and

3.2.3.5 Coordinating professional development activities for instructors and staff.

3.2.4. Training Coordinator, responsible for:

3.2.4.1 Scheduling COT classes based on need;

3.2.4.2 Hiring instructors;

3.2.4.3 Populating courses; and

3.2.4.4 Program coordination and delivery.

3.2.5. Program Support Position, responsible for:



**Exhibit A-1**

- 3.2.5.1 Needs assessment analysis;
- 3.2.5.2 Evaluation activities;
- 3.2.5.3 Record keeping;
- 3.2.5.4 Data management; and
- 3.2.5.5 General office operations.
- 3.2.5.6 Coordinating supplies and sites for Better Together Workshops;
- 3.2.5.7 Supporting Better Together facilitators; and
- 3.2.5.8 Coordinating and planning the annual NHFAPA Conference with NHFAPA representatives
- 3.2.6. Program Support Assistant, responsible for :
  - 3.2.6.1 Student assistance and support;
  - 3.2.6.2 COT and RCCT training registrations;
  - 3.2.6.3 Record keeping;
  - 3.2.6.4 Data management; and
  - 3.2.6.5 General office operations.
- 3.2.7. Administrative Assistant III, responsible for:
  - 3.2.7.1 FACEs program registrations;
  - 3.2.7.2 Support;
  - 3.2.7.3 Preparation of instructor and trainee materials;
  - 3.2.7.4 Curriculum formatting;
  - 3.2.7.5 Maintenance of the Education and Training Partnership website; and
  - 3.2.7.6 General office.
- 3.2.8. The Contractor will provide administrative support for program operations and BOLQI functions/activities in the Dolloff Building at .50 FTE using the staff identified above.
  - 3.2.8.1 Administrative support work hours will be coordinated at the beginning of each week in coordination with the appropriate DCYF designated staff member.
- 3.3. The Contractor shall maintain a sufficient pool of qualified trainers/instructors, to include members from resource families, residential care providers, and Division for Children, Youth and Families (DCYF) employees as well as birth parents and youth that have experienced Division for Children, Youth and Families (child protection and/or juvenile justice) involvement.
  - 3.3.1. The Contractor will ensure that all trainers/instructors are highly qualified in content areas, adult learning and training skills by:
    - 3.3.1.1 Team Review of instructor application/resumes;
    - 3.3.1.2 Vetting though DCYF staff references;



Exhibit A-1

- 3.3.1.3 Use of the "Instructor Interview Tool";
  - 3.3.1.4 Assessment of professional development needs;
  - 3.3.1.5 Recommendation for resources for the prospective instructor; and
  - 3.3.1.6 Working closely with BOLQI to review instructor credentials and qualifications, using a system to match instructors' qualifications with specific courses;
  - 3.3.1.7 Use of an instructor profile to ensure all instructors are highly qualified and prepared to teach in the NH child welfare system.
- 3.3.2. The Contractor will uphold and maintain DCYF's right to approve or deny the use of any trainer/instructor.

**4. Privacy and Security of Member Information**

- 4.1. The Contractor shall comply with the confidentiality provisions of RSA 170-G: 8-a. All information regarding the Division's clients, client families, resource parents and other involved individuals, which the Contractor may learn is strictly confidential and shall not be discussed with anyone except the Division's personnel in the performance of contracted services. The Division's case records shall not be removed from District Offices. During use of the case records in the office, the records shall be protected from unauthorized access.
- 4.2. The Contractor is not authorized to release any information regarding the Division's compliance with federal guidelines without express written authorization of the Division Director or his/her designee
- 4.3. The contractor is to ensure training records are secured in a confidential area and that information is available to staff upon request

**5. Reporting & Performance Metrics**

- 5.1. The Contractor shall provide a weekly report of activities to the Division for Children, Youth and Families (DCYF) Bureau of Organizational Learning and Quality Improvement (BOLQI) Training Administrator (or designee) of all major contract activities for the week related to accomplishment of the contract goals and performance measure shall be documented, including:
  - 5.1.1. Legislative interactions;
  - 5.1.2. Interaction with the federal government;
  - 5.1.3. Planned conferences, workshops, etc;
  - 5.1.4. Evaluation Activity;
  - 5.1.5. Registration Activity;
  - 5.1.6. Classes provided;
  - 5.1.7. Attendance; and
  - 5.1.8. Training activities in duplicated and unduplicated format.
- 5.2. The Contractor shall complete and submit quarterly reports.
  - 5.2.1. The reports will include the following:
    - 5.2.1.1 Registration and attendance data for each training,



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- 5.2.1.2 Any training needs assessments completed,
  - 5.2.1.3 Evaluation results for that quarter.
  - 5.2.2. Reports are due within 30 days of the conclusion of each term.
  - 5.2.3. Reports will be sent to the Bureau of Organizational Learning and Quality Improvement (BOLQI) Training Administrator (or designee) and the Bureau of Community and Family Support (BCFS) Administrator (or designee).
  - 5.2.4. There will be at least 4 terms within each SFY to be reported on.
  - 5.3. The Contractor shall complete and submit an end of year report that is due within 60 days of the end of the state fiscal year.
    - 5.3.1. The reports will include the following:
      - 5.3.1.1 A complete program overview;
      - 5.3.1.2 Accomplishments towards program goals and performance measures;
      - 5.3.1.3 Training registration and attendance during the report year;
      - 5.3.1.4 Training needs assessment gathered during the report year;
      - 5.3.1.5 Training evaluation results;
      - 5.3.1.6 Program cost effectiveness, including costs per attendee and/or course.
    - 5.3.2. Ten (10) hard copies of said report shall be submitted to the BOLQI Training Administrator (or designee) for distribution.
  - 5.4. The Contractor shall develop and maintain an evaluation system/structure using best practice training evaluation methodologies including Kirkpatrick's Four Levels of Evaluation.
    - 5.4.1. The evaluation system will ensure training delivery that is:
      - 5.4.1.1 Aligned with the DCYF mission and the New Hampshire Practice Model;
      - 5.4.1.2 Approved by the Bureau of Organizational Learning and Quality Improvement (BOLQI) Training Administrator (or designee).
    - 5.4.2. All trainings will be evaluated at minimum for:
      - 5.4.2.1 Content;
      - 5.4.2.2 Instructor knowledge and ability;
      - 5.4.2.3 Transfer of knowledge to participants.
    - 5.4.3. Evaluations must be offered to all attendees in a format that ensures anonymity.
    - 5.4.4. Must receive at return rate of 85% or better.
    - 5.4.5. Results of the evaluations will be recorded and submitted in the quarterly and yearly reports listed above.
  - 5.5. The Contractor shall achieve a trainee satisfaction rate of 85% or better for each training delivered.
    - 5.5.1. Any courses falling below this rate shall include a plan for improvement submitted in the reports listed above.



**6. Ownership and Control**

6.1. All Curricula developed and delivered through this contract are owned by the Department and may only be released or shared with other entities only with the written approval of the Division of Children, Youth and Families Bureau of Organizational Learning and Quality Improvement Training Administrator.

6.2. Section H of the Cooperative Project Agreement is amended to add:

All electronics, computers and audio/visual equipment including but not limited to:

- Laptop, Desktop, and handheld computers;
- LCD and other projectors; and
- Voice and video recorders and players are, for the purposes of this Cooperative Project Agreement, considered equipment regardless of cost.

Handwritten initials, possibly 'LB', written in black ink.

3/4/16



## **Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Total State funds in the Cooperative Project Agreement, Section F, for the services provided by the Contractor pursuant to Exhibit A-1, Scope of Services.
2. Expenditures for each State Fiscal Year shall be in accordance with the line items as shown in Exhibit B-2, and Exhibit B-3.
3. Payment for said services shall be to the contractor, subject to the following conditions:
  - 3.1. Payment will be in a cost reimbursement basis based on actual expenditures incurred up to the total contract price incurred in the fulfillment of this agreement. An invoice template, provided by the Department shall be used for billing, and must be completed, signed and sent (or emailed) to:

Attn: DCYF Administrator  
NH Department of Health and Human Services  
Division for Children, Youth and Families  
129 Pleasant Street  
Concord, NH 03301  
Dcyfinvoices@dhhs.state.nh.us
  - 3.2. Requests for payment shall be signed or submitted electronically by an authorized representative of the Campus.
  - 3.3. Payment requests may be submitted monthly or at the end of each semester, but at a minimum must be submitted quarterly.
  - 3.4. A final payment will be submitted no later than sixty (60) days after the agreement ends. Failure to submit the invoice by this date could result in non-payment.
  - 3.5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
  - 3.6. Payments may be withheld pending receipt of required reports as outlined in Exhibit A and Exhibit A-1.
4. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
5. The Division reserves the right to renew the Agreement for up to four (4) additional years, subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council.

*AD*

5/4/16

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

Bidder/Program Name: RFP 17-DHHS-OHS- Granite State College Education & Training Partnership  
DCYF-02

Budget Request for: State Fiscal Year 2017

Budget Period: July 1, 2016 through June 30, 2017 (FY17)

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share	
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed
1. Total Salary/Wages	\$ 354,468	\$ -	\$ 28,006	\$ -	\$ 326,462	\$ -
2. Employee Benefits	\$ 122,383	\$ -	\$ 10,446	\$ -	\$ 111,937	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ 1,928	\$ -	\$ -	\$ -	\$ 1,450	\$ -
Rental - postage meter	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office - Printing, general supplies	\$ 10,020	\$ -	\$ -	\$ -	\$ 4,800	\$ -
6. Travel	\$ 9,548	\$ -	\$ -	\$ -	\$ 4,100	\$ -
7. Occupancy	\$ 8,000	\$ -	\$ 8,000	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone - telecom	\$ 3,521	\$ -	\$ -	\$ -	\$ 3,520	\$ -
Postage	\$ 2,122	\$ -	\$ -	\$ -	\$ 2,500	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 14,975	\$ -	\$ -	\$ -	\$ 3,200	\$ -
12. Subcontracts/Agreements- facility rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Child Care Reimbursement	\$ 5,105	\$ -	\$ -	\$ -	\$ 850	\$ -
14. Other: FAPA Conference, Better Together, TCI Training	\$ 11,861	\$ -	\$ -	\$ -	\$ 28,500	\$ -
15. Other Food, Room Rental, Honorarium	\$ 30,091	\$ -	\$ -	\$ -	\$ 2,380	\$ -
Group Tuition	\$ 713,430	\$ -	\$ 286,129	\$ -	\$ 427,301	\$ -
P&A	\$ -	\$ 189,348	\$ -	\$ 189,348	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 1,287,452</b>	<b>\$ 1,498,923</b>	<b>\$ 332,581</b>	<b>\$ 189,348</b>	<b>\$ 917,000</b>	<b>\$ -</b>

Indirect as a Percent of Direct

Exhibit B-2  
Granite State Collect  
Education Training Partnership

Contractor Initials:   
Date: 5/14/16

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

Bidder/Program Name: 17-DHHS-OHS-DCYF-02 Granite State College Evaluation & Training Partnership

Budget Request for: State Fiscal Year 2018

Budget Period: July 1, 2017 through June 30, 2018 (FY18)

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share	
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed
1. Total Salary/Wages	\$ 363,697	\$ -	\$ 28,848	\$ -	\$ 334,849	\$ -
2. Employee Benefits	\$ 125,859	\$ -	\$ 10,760	\$ -	\$ 115,099	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ 1,450	\$ -	\$ -	\$ -	\$ 1,450	\$ -
Rental - postage meter	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office - Printing, general supplies	\$ 4,800	\$ -	\$ -	\$ -	\$ 4,800	\$ -
6. Travel	\$ 4,100	\$ -	\$ -	\$ -	\$ 4,100	\$ -
7. Occupancy	\$ 8,000	\$ -	\$ 8,000	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone - telecom	\$ 3,520	\$ -	\$ -	\$ -	\$ 3,520	\$ -
Postage	\$ 2,500	\$ -	\$ -	\$ -	\$ 2,500	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 3,200	\$ -	\$ -	\$ -	\$ 3,200	\$ -
12. Subcontracts/Agreements - facility rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Child Care Reimbursement	\$ 850	\$ -	\$ -	\$ -	\$ 850	\$ -
14. Other: PAPA Conference, Better Together, TCI Training	\$ 28,500	\$ -	\$ -	\$ -	\$ 28,500	\$ -
15. Other Food, Room Rental, Honorarium	\$ 2,380	\$ -	\$ -	\$ -	\$ 2,380	\$ -
Group Tuition	\$ 732,455	\$ -	\$ 316,703	\$ -	\$ 415,752	\$ -
F&A	\$ 194,212	\$ 194,212	\$ -	\$ 194,212	\$ -	\$ -
<b>TOTAL</b>	\$ 1,475,523	\$ 194,212	\$ 364,311	\$ 194,212	\$ 917,000	\$ -

Indirect as a Percent of Direct

Exhibit B-3  
Education Training Partnership  
Granite State College

Contractor Initials   
Date 5/4/16

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

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

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

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

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

1. COOPERATIVE PROJECT AGREEMENT

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

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

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

## 2. PROJECT ADMINISTRATORS

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

## 3. PROJECT DIRECTORS

The State and the University System shall each designate a Project Director for each Project Agreement. The Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

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

## 4. INDEPENDENT CAPACITY

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

## 5. CHANGES

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

## 6. NON-APPROPRIATION OF FUNDS

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

## 7. PROJECT COSTS

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

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

## 8. COST SHARING

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

## 9. INVOICES AND PAYMENTS

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

## 10. FISCAL RECORDS AND AUDIT

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

## 11. SUBCONTRACTS

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

## 12. SUBLETTING, ASSIGNMENT OR TRANSFER

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

## 13. EQUAL EMPLOYMENT OPPORTUNITY

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

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

## 14. TERMINATION

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

## 15. LIABILITY

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

## 16. ADDITIONAL PROVISIONS AND ORDER OF PRECEDENCE

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

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

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

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

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

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

## 20. CERTIFICATIONS AND DOCUMENTS

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

### A. STATUS

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

### B. SIGNATURE AUTHORITY

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

### C. INSURANCE

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

### D. FINANCIAL AND AUDIT DOCUMENTS

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

## 17. EQUIPMENT

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

## 18. INTELLECTUAL PROPERTY

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

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

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

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

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

- University System Annual OMB Circular A-133 Audit.

E. FEDERAL CERTIFICATIONS – FILED ANNUALLY

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

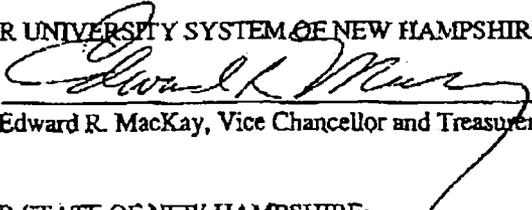
F. OTHER

- Names of University System Board of Trustees

21. APPROVALS AND AMENDMENTS

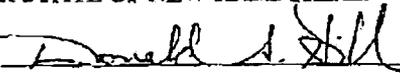
This Master Agreement is hereby approved and effective as of the date of the last signature below by an authorized representative of the University System of New Hampshire, State of New Hampshire, and Governor and Executive Council. Any amendments to this Master Agreement must be approved in writing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

FOR UNIVERSITY SYSTEM OF NEW HAMPSHIRE:

By   
Edward R. MacKay, Vice Chancellor and Treasurer

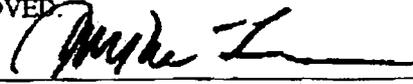
9/16/02  
Date

FOR STATE OF NEW HAMPSHIRE:

By   
Donald S. Hill, Commissioner, Administrative Services

9/27/02  
Date

APPROVED:

By   
For New Hampshire Office of the Attorney General

9-18-02  
Date

APPROVED:

By \_\_\_\_\_  
For New Hampshire Governor and Executive Council

\_\_\_\_\_  
Date