



Nicholas A. Toumpas  
Commissioner

Mary Ann Cooney  
Associate Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF HUMAN SERVICES

*DIVISION FOR CHILDREN, YOUTH & FAMILIES*

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-4451 1-800-852-3345 Ext. 4451  
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May 23, 2014

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

**REQUESTED ACTION**

Authorize the New Hampshire Department of Health and Human Services, Division for Children, Youth and Families to enter into an agreement with Plymouth State University of the University System of New Hampshire (Vendor # 177866-B010), 17 High Street, Plymouth NH 03224, for an educational tuition partnership that will provide educational opportunities in the field of social work to qualified current and future employees of the Division for Children, Youth and Families, in an amount not to exceed \$199,521, effective July 1, 2014 or date of Governor and Council approval, whichever is later, through June 30, 2016. *100% Federal Funds*

Funds are available in the following account in State Fiscal Year 2015 and are anticipated to be available in State Fiscal Year 2016 with the ability to adjust encumbrances between State fiscal years through the Budget Office if needed and justified, without Governor and Executive Council approval.

**05-095-42-421010-29600000-066-500544-42106013 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: CHILD PROTECTION, ORG'L LEARNING & QUALITY IMPROVEMENT**

SFY	Class/Object	Class Title	Activity Number	Budget
2015	066-500544	Employee Training	42106013	\$98,151.56
2016	066-500544	Employee Training	42106013	\$101,369.44
			<b>Total:</b>	<b>\$199,521.00</b>

**EXPLANATION**

The Division for Children, Youth and Families has experienced employee attrition rates that eclipse the availability of properly trained/educated child welfare professionals in the workplace to fill vacancies. This has caused significant delays in recruitment. In recent years, this partnership has been used to assist current Division for Children, Youth and Families employees who have applied for Masters' level programs to pursue long-term training goals to remain Division employees. This Educational Tuition Partnership provides the Division for Children, Youth and Families with a mechanism with which to recruit and retain employees and also cultivate a skilled and competent workforce in the social work field.

The Educational and Tuition Partnership began in 2002, to address the lack of properly trained/educated child welfare professionals in the workplace to fill vacant positions due to high employee attrition experienced by the Division for Children, Youth and Families. In recent years, this partnership was offered to current Division for Children, Youth and Families employees who had applied for masters' level programs to advance their skills and pursue long term training goals to remain employees and continue to contribute to the Division's mission and vision. This partnership has provided the Division for Children, Youth and Families a mechanism with which to cultivate a skilled and competent workforce, by sponsoring Bachelor's or Master's level students for one to two years of their college education.

The Division for Children, Youth and Families has sponsored over two hundred students in this partnership for its workforce and has succeeded in incorporating a child welfare focus into the social work curriculum.

The partnership continues to allow for higher quality coursework preparation for the Division for Children, Youth and Families' workforce, as well as incorporation of current social work research into the Division for Children, Youth and Families' staff training program.

This contract was competitively bid. On January 31, 2014 the Department of Health and Human Services issued a Request for Proposals to solicit proposals for an Educational Tuition Partnership that provides educational opportunities in the field of social work to qualified current and future employees of the Division for Children, Youth and Families. The request for proposals was available on the Department of Health and Human Services' website from January 31, 2014 through March 14, 2014. There were two (2) proposals submitted.

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

The proposals were evaluated based on the criteria published in the Request for Proposals. Both proposals were selected. The bid summary is attached.

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

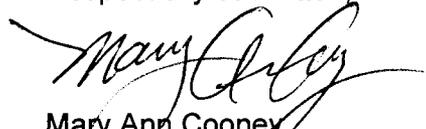
Should Governor and Council not authorize this request; the availability to fill vacancies with properly trained and qualified professionals will greatly diminish. Experienced employees may find other employment opportunities causing a higher attrition rate and outcomes for children and families may be greatly compromised. This includes children being placed at greater risk due to inadequate preparation and on-going support to staff.

Area Served: Statewide.

Source of Funds: 100% Federal Funds.

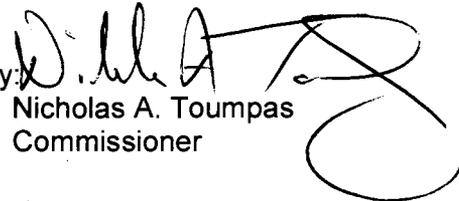
In the event that Federal Funds are no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Mary Ann Cooney  
Associate Commissioner

Approved By:



Nicholas A. Toumpas  
Commissioner



New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
Summary Scoring Sheet

Educational Tuition Partnership

15-DHHS-OHS-DCYF-03

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. University of New Hampshire
2. Plymouth State University
3. 0
4. 0

Pass/Fail	Maximum Points	
	200	
	200	
	200	

1. Sherri Levesque, Administrator III
2. Heidi Young, Administrator I
3. Jason Escabi, Supervisor VI
4. Dague Clark, Fiscal Administrator
- 5.
- 6.

**COOPERATIVE PROJECT AGREEMENT**

between the

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

**Plymouth State University** 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 **Plymouth State University**, (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 **6/30/16**. 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: **Educational Tuition 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: Heidi Young, Administrator I  
 Address: Div. for Children, Youth and Families  
129 Pleasant Street  
Concord NH 03301

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Phone: 603-271-7212

**Campus Project Administrator**

Name: Jahnay Pickett  
 Address: Plymouth State University  
Office of Sponsored Programs  
17 High Street, MSC 51  
Plymouth NH 03264

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Phone: 603-535-3233

- 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: Sherri Levesque, Administrator III  
 Address: Div. for Children, Youth and Families  
129 Pleasant Street  
Concord NH 03301

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Phone: 603-271-4229

**Campus Project Director**

Name: Dr. Cynthia Moniz,  
 Address: Plymouth State University  
17 High Street, MSC # 57  
Plymouth NH 03264

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Phone: 603-535-3077

F. Total State funds in the amount of \$199,521 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 33.84 % 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. \_\_\_\_\_ from the **Catalog of Federal Domestic Assistance, Federal Agency Department of Health and Human Services, Administration for Children and Families, Foster Care Title IV-E Recovery** under CFDA# 93.658, **Administration for Children and Families, Stephanie Tubbs Jones Child Welfare Services Program** under CFDA# 93.645 and **Administration for Children and Families, Social Services Block Grant** under CFDA# 93.667.. 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 **Plymouth State University** and the State of New Hampshire, **Department of Health and Human Services** have executed this Project Agreement.

**By An Authorized Official of:  
Plymouth State University**

Name: Stephen J. Taksar \_\_\_\_\_  
Title: Vice President for Finance \_\_\_\_\_  
Signature and Date: *Stephen J. Taksar* 5/20/14

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

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

Name: Mary Ann Cooney \_\_\_\_\_  
Title: Associate Commissioner \_\_\_\_\_  
Signature and Date: *Mary Ann Cooney* 5/20/14

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

Name: Rosemary Wiant  
Title: Assistant Attorney General  
Signature and Date: [Signature] 6-3-14

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature and Date: \_\_\_\_\_

**EXHIBIT A**

- A. Project Title:** Educational Tuition Partnership
  
- B. Project Period:** July 1, 2014 or date of Governor and Executive Council approval, whichever is later through June 30, 2016. The Division reserves the right to renew the contract for up to two additional years, subject to continued availability of funds, satisfactory performance of services, and approval by Governor and Executive Council.
  
- C. Objectives:** Provide educational opportunities in the field of social work to qualified current and future employees of the Division for Children, Youth and Families.
  
- D. Scope of Work:** Scope of Service to Be Provided:
  - D1. The Division for Children, Youth and Families (DCYF) will accept up to three (3) educationally qualified, full- time students per state fiscal year. DCYF reserves the right to reduce the number of participants; and the right to authorize part- time student participation in the partnership. The Contractor will be responsible for awarding eligible students with tuition assistance. This will include:
    - D1.1. Selecting eligible students (a maximum of three (3) students per state fiscal year) through a competitive screening process. This process includes three (3) steps.
      - D1.1.1. Collaborative determination of eligibility of candidacy to the Educational Tuition Partnership by the Contractor and a DCYF representative using agreed upon criteria (see Exhibit A-1):
      - D1.1.2. Final interview with each candidate facilitated collaboratively by a Selection Committee comprised of the Contractor and two (2) DCYF representatives;
      - D1.1.3. A day-long shadowing experience and written reflection reviewed by the Selection Committee.
    - D1.2. Assuring tuition assistance is equitably awarded to students.
    - D1.3. Allocating funds for tuition and stipend assistance to be available each semester.
  - D2. Assuring all provisions (service, internship and reimbursement) are accepted and adhered to by the student prior to awarding any tuition assistance. This will include but is not limited to:
    - D2.1. Obtaining a signed agreement from candidates, who are not current DCYF employees, to accept employment with DCYF at any of its locations, or with pre-approval to its` parent agency DHHS, within three (3) months of completing the program, prior to the candidate beginning the Educational Tuition Partnership Program. The Contractor will:
      - D2.1.1. Explain the service commitment requirement (see Exhibit A-1 "2. Service Commitment") and ensure candidates understanding of repayment should they not follow through with the program requirements.
      - D2.1.2. Ensure that students have an additional "check in" meeting with the selection committee between selection and internship if the internship will not begin for 12 months or more after the initial acceptance.
      - D2.1.3. Terminate and explain the repayment requirement to any candidate that fails to follow DCYF policies upon notification from DCYF of such failure.
      - D2.1.4. Forward the original agreement to DCYF, retaining a copy for their records.

- D2.1.5. Provide DCYF documentation of all costs paid through the program to the Campus on behalf of a candidate required to repay DCYF within 30 days of any request from DCYF.
- D2.2. Obtaining a signed agreement from candidates employed by DCYF regarding service commitment and repayment if candidate fails to meet the terms of the agreement. The Contractor will:
  - D2.2.1. Explain the service commitment requirement and ensure candidates understanding of repayment should they not follow through with the program requirements.
  - D2.2.2. Forward the original agreement to DCYF, retaining a copy for their records.
  - D2.2.3. Provide DCYF documentation of all costs paid through the program to the Campus on behalf of a candidate required to repay DCYF within 30 days of any request from DCYF.
- D3. Developing, updating and providing materials such as brochures, web-site advertising etc. to promote the Educational Tuition Partnership Program. This will include but is not limited to:
  - D3.1. Providing students and their families' written and verbal information regarding the Educational Tuition Partnership during the quarterly University Open House;
  - D3.2. Discussing the Educational Tuition Partnership as one of the core opportunities at the Field Instructor Training held each winter.
  - D3.3. Holding two (2) annual information meetings for individuals interested in learning more about child welfare job opportunities.
  - D3.4. Making the Educational Tuition Partnership application and brochure available on-line on the Contractor's website as well as in hard copy publically displayed in the Department of Social Work on Campus.
    - D3.4.1. The Campus will get DCYF approval for any brochure changes prior to publishing.
  - D3.5. Mailing each DCYF Office and facility an updated brochure describing the Educational Tuition Partnership.
- D4. Accommodating students working full time by making adjustments to their course schedules on an individual basis as well as offering some evening courses.
- D5. Ensuring course content is reviewed and updated annually to be consistent with policy and practice improvements made by the Division for Children, Youth and Families. This includes but is not limited to:
  - D5.1. Ensuring the Program Director or her designee will participate in the Council on Organizational Learning at DHHS; and
  - D5.2. Having DCYF guest speakers in their mandated Child Maltreatment and Child Welfare and Family Services courses.
- D6. Identifying and evaluating student participant needs, both as students and prospective or current Division for Children, Youth and Families' employees. This will include but is not limited to:
  - D6.1. Surveying students involved with the program to obtain solicited feedback to identify:
    - D6.1.1. Recommendations for improvement;
    - D6.1.2. Current program challenges; and
    - D6.1.3. Barriers to meeting student needs.
  - D6.2. Examining Title IV-E program outcomes which includes:
    - D6.2.1. Assessing program participant's child welfare knowledge when they enter the program and at graduation.
  - D6.3. Collaborating with BOLQI to determine desired outcomes and identify appropriate measurement tools.
- D7. Collaborating with the Division for Children, Youth and Families (DCYF), Bureau of Organizational Learning and Quality Improvement (BOLQI) and the Center for Professional Excellence (CPE) to bring current research and/or curriculum updates to existing Division for Children, Youth and Families staff training based on current social work research and child welfare practice that aligns with DCYF's Practice Model.
- D8. Providing or collaborating on at least one form of research or evaluation annually related to child welfare that can inform and/or impact continuous quality improvement activities in the Division.

- D8.1. The Contractor will identify new student participant research projects into their Child Welfare and Child Maltreatment courses in addition to the current child welfare research projects within their Department Social Work.
- D9. Providing staffing to fulfill the requirements of this contract, this includes the following positions;
  - D9.1. Project Director with a minimum of a Master's level degree in Social Work; and
  - D9.2. Project Co-Director with a minimum of a Master's level degree in Social Work.
- D10. Complying with the confidentiality provisions of RSA 170-G: 8-a. All information regarding the Division's clients, client families, foster families, and other involved individuals that 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.
- D11. Maintaining and securing all training materials in a confidential area. This includes but is not limited to any and all case scenarios, photographs, case information, as well as training data and training records of attendees through this contract.

**E. Deliverables Schedule:**

- E1. The Contractor will submit an evaluation report to the Bureau Administrator and Training Administer of the Bureau for Organizational Learning and Quality Improvement (BOLQI) within 90 days after the end of each state fiscal year that shall incorporate both process and outcome measures. The report will:
  - E1.1. Contain feedback from those involved with the program, including data and feedback regarding post-graduate retention in Division employment, this data will be obtained by surveying;
    - E.1.1.1. ETP participants;
    - E.1.1.2. ETP Project Coordinator;
    - E.1.1.3. DCYF student interns; and
    - E.1.1.4. DCYF program staff.
  - E.1.1.2. Reviewing participant grade reports and class surveys.
  - E1.2. Provide recommendations and an outline of the steps taken for improvement of the program;
  - E1.3. Identify program challenges with strategies for improvement;
  - E1.4. Survey results from participants, Educational Tuition Partnership (ETP) Director, DCYF student intern Supervisors, post graduate students, and DCYF Program staff;
  - E1.5. Contain the names of the participants, and their grades with courses taken.
  - E1.6. Contain an assessment of participant's knowledge regarding child welfare (including their knowledge of NH's system) upon entering the program and after graduation.

- F. Budget and Invoicing Instructions:** The Contractor will submit invoices to the 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 in accordance with the budget provided in Exhibit B-1, and will show current and cumulative expenses by major cost categories. The Campus will invoice the State separately by State Fiscal Year.

Invoices shall be sent to:

Fiscal Administrator  
 Division for Children, Youth and Families  
 Department of Health and Human Services  
 129 Pleasant Street  
 Concord, NH 03301  
 Email: dbclark@dhhs.state.nh.us

Upon receipt and approval of the invoices by the State Project Director, the State will issue payment to the Campus based upon the costs documented by the Campus.

The Campus will provide a report of the SFY expenses in accordance with the budget categories described above by July 30th of each year. Final billing for the agreement must be received by the State no more than 90 days after the contract end date.

## 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 **the Catalog of Federal Domestic Assistance, Federal Agency Department of Health and Human Services, Administration for Children and Families, Foster Care Title IV-E Recovery under CFDA# 93.658, Administration for Children and Families, Stephanie Tubbs Jones Child Welfare Services Program under CFDA# 93.645 and Administration for Children and Families, Social Services Block Grant under CFDA# 93.667 .**

Exhibit A-1  
Educational Tuition Partnership

Criteria for Selection and Service Commitment of the Educational Tuition Partnership

**Terminology for Contract:**

PSU – Plymouth State University  
DSW- Department of Social Work  
MSW- Master of Social Work  
BSW – Bachelor of Social Work  
DCYF – Division for Children, Youth and Families  
ETP – Education Tuition Partnership  
DHHS – Department of Health and Human Services  
BEAS – Bureau of Elderly and Adult Services

**1. Criteria for Selection:**

- 1.1. Acceptance into the PSU-DSW (Sample Schedule and Course Descriptions, located on Campus website)
  - 1.1.1. Enrolled in BSW Program (this requires that a student be at minimum of Junior status) and can provide documented proof of acceptance.
  - 1.1.2. The candidate is in good standing with the PSU-DSW.
- 1.2. A timely submitted written application including a 3-4 page essay detailing the following:
  - 1.2.1. Personal information, background, education, and experience relating to social work and child welfare;
  - 1.2.2. How a BSW would improve the quality of the candidate's capacity for working in the field of child welfare;
  - 1.2.3. Feedback on the realistic job previews for the Child Protective Service Worker and the Youth Counselor;
  - 1.2.4. Description of the candidate's current child welfare job, if applicable, including caseloads and responsibilities;
  - 1.2.5. Description of how the candidate sees themselves working for DCYF post graduation and how that fits into their career goals; and a
  - 1.2.6. Description of all relevant volunteer activities.
- 1.3. Three letters of recommendation. Each letter shall include, at a minimum:
  - 1.3.1. In what capacity that person has worked with the candidate.
  - 1.3.2. How long they have known the candidate.
  - 1.3.3. Why they are recommending the candidate for the ETP.
  - 1.3.4. If the candidate is currently an employee of DCYF, one of the letters of recommendation must be submitted by his or her immediate supervisor and detail the following:
    - 1.3.5. How the supervisor thinks a BSW will improve the quality of the candidate's work.
    - 1.3.6. Commitment to and outline of how the supervisor will adjust the candidate's job responsibilities (i.e. flex time).
    - 1.3.7. Evaluation of the candidate's job performance, strengths and areas needing work.
    - 1.3.8. What qualities does the applicant possess that would make her/him deserving of acceptance into the program.

Exhibit A-1  
Educational Tuition Partnership

- 1.4. If the candidate is not a current employee of DCYF, to ensure that he or she is potentially eligible for future employment with DCYF and therefore potentially able to fulfill the ETP service commitment, the candidate must submit to and successfully pass a criminal background, Bureau of Elderly and Adult Services check and DCYF Central Registry check at the time of application and at the start of their internship if over 12 months.
- 1.5. Once the PSU-DSW has determined the set of eligible candidates, the ETP Program Director will coordinate a schedule for candidate interviews with the Selection Committee.
- 1.6. Each candidate shall complete an interview that is conducted with at least three members of the Selection Committee. Suggested interview questions include:
  - 1.6.1. Why do you want to be a part of DCYF?
  - 1.6.2. Could you summarize your reaction to the DCYF Realistic Job Previews for both Child Protective Service Workers and Youth Counselors?
  - 1.6.3. What do you feel are your strengths and areas needing improvement?
  - 1.6.4. Why do you think you should be chosen for this program?
  - 1.6.5. How will you balance your school and work responsibilities?
  - 1.6.6. How supportive do you feel your co-workers and supervisor will be of your decision to further your education?
  - 1.6.7. Where do you see yourself in five years?
- 1.7. The Selection committee shall determine whether non-employee candidates will be referred for a one-day job shadowing in a DCYF office. The PSU Project Coordinator will arrange a shadowing date with DCYF if needed. Upon completion of the shadowing experience, candidates will submit a one-page written reflection of their experience to the committee for consideration in the selection process. objectivity. No candidates will be offered a place in the ETP program until all components of the selection process have been completed, including the job shadowing and a written reflection.
- 1.8. The Selection Committee shall make the final selection of ETP participants from the pool of candidates they have determined eligible for the ETP program. Final candidate selection will be based on a point system to maintain. The written components of the application and the interview will be weighted as follows:

Personal Statement	4 points
Letters of reference	4 points
GPA	4 points
Work Experience (SW related)	4 points
Interview	8 points
Shadowing experience and Written reflection	8 points
	32 points

**2. Service Commitment of Participants:**

- 2.1. Participants shall have a service commitment to the Division for Children, Youth and Families of two years of full-time employment for each academic year (two semesters) of education provided through the ETP. Part-time students will have a modified commitment period of one year of full-time DCYF employment for each academic year (two semesters) of education provided. This service commitment

Exhibit A-1  
Educational Tuition Partnership

cannot begin to be met until the participant has successfully completed the ETP and received their BSW from the Campus.

- 2.1.1. DCYF reserve the right to allow the service commitment to be met through employment in its parent agency, the New Hampshire Department of Health and Human Services. Exercise of this right may be made on an individual participant basis and only upon approval of the DCYF Director.
  - 2.2. All participants are required to possess and maintain a valid driver's license, reliable transportation, liability insurance and for them to successfully pass another criminal records, DCYF Central Registry check and a BEAS check prior to beginning the participant's practicum experience. These requirements shall be met, and remain in full force, for a period no less than two months after completing the ETP.
  - 2.3. If said participant due to unforeseen circumstances (illness of self or immediate family member), must break off or take leave of absence from their education, a letter of explanation must be sent by the participant to the PSU ETP Program Director. The PSU ETP Program Director will make a recommendation for acceptance to the DCYF Director or his/her designee. The letter should include date of anticipated return, if any. If the participant does not return, he/she will be required to refund the entire amount of tuition, stipends and an additional administrative fee of 10% of the total cost expended through the program on behalf to the participant.
  - 2.4. If said participant does not accept employment with DCYF or, with approval, its parent agency, DHHS or voluntarily leaves employment prior to fulfilling the service commitment referenced above, or fails to complete all of the required coursework (achieving at least the grade of "C" in foundation courses and formally applying for the "Option in Child and Family Services"), he/she will be required to refund the entire amount of tuition, stipends and an additional administrative fee of 10% of the total cost expended through the program on behalf to the participant. No refund will be required if there is not a job vacancy within three (3) months of the participant's completion of the ETP and receipt of their BSW, or if DCYF does not hire the participant within three (3) months or approve employment elsewhere in DHHS as a means to fulfill the service commitment.
- 3. Determination of Tuition and/or Stipend Support Level:**
- 3.1. The tuition amount shall be limited to the tuition levels for the Campus' BSW program.
    - 3.1.1. Stipends shall be made available to participants that are in full-time student status only. This stipend may be used to purchase books, materials and other necessities required to complete the program. Participants' travel costs associated with traveling to and from classrooms and/or practica are not supported through this agreement. Full-time BSW students shall be awarded a \$1,250 stipend per semester, not to exceed \$2,500 per academic year.
    - 3.1.2. Participants' travel costs associated with traveling to and from classrooms and/or practice shall be supported directly by DCYF only if the location is distanced from the Campus. Such costs shall be reimbursed to participants through the same process utilized by DCYF employees. It shall be a participant's responsibility to seek such reimbursement and to comply with

Exhibit A-1  
Educational Tuition Partnership

the same requirements for timely filing of requests as DCYF employees.  
Participants that do not comply with such requirements shall not be entitled to the requested travel reimbursement.

**4. Requirement Participants Must Adhere to:**

- 4.1. Participants shall complete all required coursework for a BSW, as outlined by the Campus' Department of Social Work and attend all DCYF pre-service trainings offered during their participation in the program unless previously attended.
  - 4.1.1. **BSW Participants shall take the "Child and Family Services Option in the Social Work Major" and also complete the following courses:**
    - 4.1.1.1. "Child Maltreatment", "Child Welfare and Family Services", "Families, Schools and Communities;
    - 4.1.1.2. One elective course in the area of diversity, as listed by the Department of Social Work;
    - 4.1.1.3. One seminar to be determined by the ETP Program Director; and
    - 4.1.1.4. A Social Work Field Practicum completed at DCYF.
  - 4.1.2. Participants shall seek a waiver from the PSU ETP Program Director when unable to attend DCYF pre-services trainings.
- 4.2. All participants must remain in good standing with the Campus's Department of Social Work and with DCYF throughout the completion of the ETP or he/she will be required to refund the entire amount of tuition, stipends and an additional administrative fee of 10% of the total cost expended through the program on behalf to the participant.

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

Bidder/Program Name: Plymouth State University

Budget Request for: Education Tuition Partnership  
(Name of RFP)

Budget Period: 7.1.2014-6.30.2015

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 61,200.00	\$ 9,180.00	\$ 30,600.00	\$ 4,590.00	\$ 30,600.00	\$ 4,590.00	\$ 35,190.00
2. Employee Benefits	\$ 27,390.00	\$ 4,108.50	\$ 13,617.00	\$ 2,042.55	\$ 13,773.00	\$ 2,065.95	\$ 15,838.95
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 446.18	\$ 66.93	\$ -	\$ -	\$ 446.18	\$ 66.93	\$ 513.11
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 150.00	\$ 22.50	\$ -	\$ -	\$ 150.00	\$ 22.50	\$ 172.50
6. Travel	\$ 150.00	\$ 22.50	\$ -	\$ -	\$ 150.00	\$ 22.50	\$ 172.50
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify below in remarks)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tuition BSW students 3 @10410, 3 stipend @ 3000	\$ 40,230.00	\$ 6,034.50	\$ -	\$ -	\$ 40,230.00	\$ 6,034.50	\$ 46,264.50
Indirect Cost @ 15% TDC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	\$ 129,566.18	\$ 19,434.93	\$ 44,217.00	\$ 6,632.55	\$ 85,349.18	\$ 12,802.38	\$ 98,151.56
Indirect Aa A Percent of Direct		15.0%					

NOTES:  
Salary is split 50/50 between grant and Soc. Work dept.

Contractor Initials *HT*  
Date *5/25/14*

Line Item	Total Program Cost				Contractor Share / Match				Funded by DHHS contract share				
	Direct		Indirect		Direct		Indirect		Direct		Indirect		Total
	Incremental	Fixed	Incremental	Fixed	Incremental	Fixed	Incremental	Fixed	Incremental	Fixed	Incremental	Fixed	
1. Total Salary/Wages	\$ 62,424.00	\$ 9,363.60	\$ 71,787.60	\$ 31,212.00	\$ 4,681.80	\$ 35,893.80	\$ 31,212.00	\$ 4,681.80	\$ 35,893.80	\$ 31,212.00	\$ 4,681.80	\$ 35,893.80	
2. Employee Benefits	\$ 27,934.68	\$ 4,190.20	\$ 32,124.88	\$ 13,889.34	\$ 2,083.40	\$ 15,972.74	\$ 14,045.34	\$ 2,106.80	\$ 16,152.14	\$ 14,045.34	\$ 2,106.80	\$ 16,152.14	
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Educational	\$ 500.00	\$ 75.00	\$ 575.00	\$ -	\$ -	\$ -	\$ 500.00	\$ 75.00	\$ 575.00	\$ 500.00	\$ 75.00	\$ 575.00	
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Office	\$ 300.00	\$ 45.00	\$ 345.00	\$ -	\$ -	\$ -	\$ 300.00	\$ 45.00	\$ 345.00	\$ 300.00	\$ 45.00	\$ 345.00	
6. Travel	\$ 300.00	\$ 45.00	\$ 345.00	\$ -	\$ -	\$ -	\$ 300.00	\$ 45.00	\$ 345.00	\$ 300.00	\$ 45.00	\$ 345.00	
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
13. Other (specify details mandatorily)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Tuition BSW students 3 @10,930, 3 stipend @ 3000	\$ 41,790.00	\$ 6,268.50	\$ 48,058.50	\$ -	\$ -	\$ -	\$ 41,790.00	\$ 6,268.50	\$ 48,058.50	\$ 41,790.00	\$ 6,268.50	\$ 48,058.50	
Indirect Cost @ 15% TDC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL</b>	\$ 133,246.68	\$ 19,987.30	\$ 153,235.98	\$ 45,101.34	\$ 6,765.20	\$ 51,866.54	\$ 86,147.34	\$ 13,222.10	\$ 101,369.44	\$ 86,147.34	\$ 13,222.10	\$ 101,369.44	

15.0%

Indirect As A Percent of Direct

NOTES:  
 Salary is split 50/50 between grant and Soc. Work dept.  
 2% salary estimated salary increase  
 Tuition increased by 5%

Contractor Initials *AT*  
 Date *5/20/14*

*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) 271-3201

September 27, 2002

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

**REQUESTED ACTION**

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

**EXPLANATION**

On April 12, 2000, University of New Hampshire President Joan Leitzel, Vice President for Research and Public Service Donald Sundberg, and Executive Director of Sponsored Research Kathryn Cataneo met with the Governor and Executive Council to discuss the mutual benefits of State-University partnerships and mechanisms to support those partnerships. One such mechanism involves streamlining the grant and contract award process between these two State entities. The Governor and Council gave their support to this concept, asking that the Department of Administrative Services work with the Attorney General's Office and the University. Representatives of these entities met and agreed to the attached proposed Master Agreement and model Cooperative Project Agreement format presented here for approval and use in place of the various mechanisms currently used.

Adoption of this Master Agreement and use of this contracting process is expected to result in greater efficiencies for all parties. There will be a unique, easily identifiable, short format for all projects with USNH campuses. This consistency should benefit all, including the Governor and Executive Council in their review of proposed USNH-state agency projects. Time spent on individual agreements will be reduced significantly. Supporting documents currently required for each contract, such as the Certificate of Existence and proof of 501(c)(3) status, will be kept on file, saving paper, time and expense for all.

Respectfully submitted,

Donald S. Hill, Commissioner  
Department of Administrative Services

DSH/cw

Attachments

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

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

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

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

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

**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.

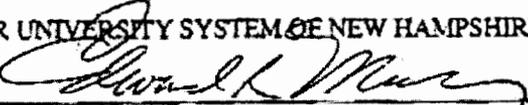
F. OTHER

- Names of University System Board of Trustees

21. APPROVALS AND AMENDMENTS

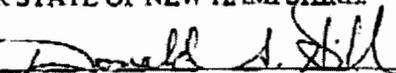
This Master Agreement is hereby approved and effective as of the date of the last signature below by an authorized representative of the University System of New Hampshire, State of New Hampshire, and Governor and Executive Council. Any amendments to this Master Agreement must be approved in writing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

FOR UNIVERSITY SYSTEM OF NEW HAMPSHIRE:

By   
Edward R. MacKay, Vice Chancellor and Treasurer

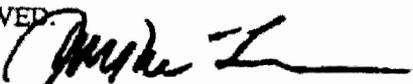
9/16/02  
Date

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.]*