



Virginia M. Barry, Ph.D.
Commissioner of Education
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STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
FAX 603-271-1953
Citizens Services Line 1-800-339-9900

March 10, 2015

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

Sole Source

REQUESTED ACTION

Authorize the New Hampshire Department of Education, Division of Higher Education to enter into a **sole source contract**, with the New Hampshire College & University Council, Concord, NH (Vendor Code #154469), in the amount of \$62,878.67 to promote student participation in a rigorous high school curriculum; enhance the quality and number of tools available for schools that encourage postsecondary education; expand professional development opportunities for middle and high school guidance personnel regarding academic rigor, from date of Governor and Council approval through October 1, 2015. **100%** federal funds.

Funding is available in the account entitled College Access Challenge Grant as follows:

	<u>FY 2015</u>
06-056-056-566510-18610000-102-500731	
Contracts for Program Services	\$62,878.67

EXPLANATION

This is a **sole source** contract because the New Hampshire College & University Council was identified as a grant partner when the New Hampshire Department of Education applied for the College Access Challenge Grant. The New Hampshire College & University Council has one major initiative under this contract: 1) to promote student participation in a rigorous curriculum.

The purpose for the sole source is a result of a partnership with the New Hampshire College & University Council and the New Hampshire Department of Education, Division of Higher Education on this unique initiative as part of a nationwide collaboration of similar efforts.

The College Access Challenge Grant builds upon existing infrastructure to deliver programming, resources and direct services to increase access to postsecondary education for underrepresented students. The scope of projects must include promoting student participation in a rigorous high school curriculum; enhancing the quality and number of tools available for schools that encourage postsecondary education; expanding professional development opportunities for middle and high school guidance personnel regarding academic rigor.

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

Respectfully submitted by,



Virginia M. Barry, Ph.D.
Commissioner of Education

Subject: College Access Challenge Grant FORM NUMBER P-37 (version 1/09)

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>Department of Education</u>		1.2 State Agency Address <u>101 Pleasant Street, Concord, NH 03301</u>	
1.3 Contractor Name <u>New Hampshire College and University Council</u>		1.4 Contractor Address <u>3 Barrell Court, Concord, NH 03301</u>	
1.5 Contractor Phone Number <u>603/225-4199</u>	1.6 Account Number <u>06-056-056-566510-18610000</u>	1.7 Completion Date <u>10/1/2015</u>	1.8 Price Limitation <u>\$62,878.67</u>
1.9 Contracting Officer for State Agency <u>Janet L. Fiderio</u>		1.10 State Agency Telephone Number <u>603/271-2695</u>	
1.11 Contractor Signature <u>Thomas R. Horgan</u>		1.12 Name and Title of Contractor Signatory <u>Thomas R. Horgan, President</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>3/9/15</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <u>Patricia M. Edes</u>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Patricia M. Edes, Notary Public</u>			
1.14 State Agency Signature <u>Virginia M. Barry</u>		1.15 Name and Title of State Agency Signatory <u>Virginia M. Barry, Ph.D., Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>[Signature]</u> On: <u>3/12/15</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials *JRH*
Date *3/9/15*

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
 - 8.1.2 failure to submit any report required hereunder; and/or
 - 8.1.3 failure to perform any other covenant, term or condition of this Agreement.
- 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
 - 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
 - 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
 - 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
- 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

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Date *3/9/15*

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A

Scope of Services

New Hampshire College and University Council

1. Federal funds may be used to pay for up to two thirds (2/3) of the cost of the activities and services provided as part of a College Access Challenge Grant. States are required to provide non-Federal funds equal to one third (1/3) of the costs of authorized activities and services. This non-Federal match may be met through cash or in-kind contributions and cannot be waived. Matching contributions may be provided from State resources, contributions from private organizations, or both.
2. Documentation of matching contributions must contain adequate source documentation for the claimed cost sharing, provide clear valuation of in-kind matching, and provide support of cost-sharing by grant partners. Grantees are required to value in-kind contributions in accordance with relevant Office of Management and Budget (OMB) circulars and the Education Department General Administrative Regulations (EDGAR). In most cases, grantees must value in-kind contributions of facilities and equipment using depreciation rather than fair market value.
3. If a grantee fails to provide the full non-Federal share required, the Department shall reduce the amount of the contract payment proportionately, and may award the proportionate reduction amount of the contract directly to another grantee under this grant.
4. Grantees shall be required to submit monthly progress reports to the Department describing activities during the period and to-date, federal monies expended and matching funds, both cash and in-kind. Monthly progress reports shall detail activity during the reporting period and to-date. Activity reported shall include, as appropriate: a calendar of workshops/training sessions held and scheduled for the future, number and demographics of attendees, e.g., guidance counselors, middle or high

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Contractor *JR*
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school students, parents, financial aid professionals, nature of training, one-on-one counseling by type of counseling and number of individuals served, current aspirations of students served and, when available, actual participation of students served in postsecondary education as indicated in the projected measurable outcomes. This data shall be retained in hardcopy and data shall be entered into a database for evaluative use at the mid-point and end of the project.

5. Grantees shall not use any funds received under this contract to promote any lender's loans.
6. The monthly financial reporting shall include a summary of monies expended during the reporting period, and to-date, broken down by federal or matching expenditures. Back-up for all expenditures should be included with the report. Invoices must include copies of bills. Please note the following: matching funds can only be non-federal funds and that they cannot be used to match any other federal grant or contract.
7. In creating or adapting project documents and communications, the grantee must utilize Microsoft Office 2003 for Windows or its Macintosh equivalent, as needed for problem-free transfer, copying, and editing of files between the grantee, the Department, and other project partners. In addition, the grantee must be capable of producing electronic files in PDF and HTML format as needed and appropriate for posting to the project web site. The grantee must possess hardware equipment that can support and store large data files and programs as may be necessary to carry out project.
8. Public announcements or news releases pertaining to the award of a contract shall not be made without the written permission of the Grant Administrator, Division of Higher Education.
9. The State shall not be responsible for any work performed by the grantee prior to the effective date of a contract approved by Governor and Council.

10. All obligations of the State, including the continuance of payments under an approved contract shall be contingent upon the availability and continued appropriation of state, federal or other funds and in no event shall the State be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate or amend the contract immediately upon giving the grantee notice of such termination or amendment.
11. When delivering services under an approved contract, the grantee shall work under the broad supervision of the Department staff person for this project.
12. The Department shall provide any technical assistance that may be required by a grantee, convene monthly meetings of the grantees to encourage collaboration of activities where appropriate and make site visits where appropriate. Failure to meet a reporting deadline can result in the termination of the grant to the grantee.
13. Grantee shall be required to submit invoices, matching and activities reports each month to the Department.

NH Scholars Initiative:

14. Promote student participation in a rigorous high school curriculum to enhance preparation for college.
 - a. Work with schools to become partners in the State Scholars Initiative.
 - b. Provide support to districts in all aspects including materials, recognition awards, coordinating speakers, and informing all districts of the advantages of becoming a State Scholars school district.
15. Enhance the quality and number of tools available for schools that encourage postsecondary education.

We will ensure that students hear a common message that today's competitive job market requires high level skills and additional training/education beyond high school.

- a. Work with schools in developing new business partnerships, assist with coordinating the breadth and depth of college outreach services, provide assistance in curriculum development to ensure appropriate classes are offered, etc.

16. Expand professional development opportunities for middle and high school guidance personnel regarding academic rigor and areas relating to rigor to enhance college-going rates.

- a. Conduct annual professional development retreat for participating districts and partners. Heightened understanding from school personnel regarding the importance of the NH Scholars message will result in increased enrollment in rigorous courses by students in participating districts. This data will be collected via the i.4.see data system.

- b. Conduct workshops, publish monthly newsletter and provide ongoing communication for guidance personnel focusing on the necessity of student participation in a rigorous curriculum.

EXHIBIT B

Terms of Payment

1. **OBLIGATION OF THE GRANTEE:** The Grantee agrees to accept the amount not to exceed \$62,878.67 and to expend these funds in the fulfillment of the New Hampshire Scholars Program. The grantee shall work with the New Hampshire Department of Education, Division of Higher Education to meet the goals of the program by providing one or more of the authorized activities and/or services.

2. **LIMITATION OF FUNDING:** Unless otherwise deleted or modified by mutual agreement between the State of New Hampshire and the grantee, all terms and conditions contained in the Agreement Form (P-37) shall be incorporated into the contract. The current estimated amount to be budgeted by the State of New Hampshire to fund these services is \$62,878.67 in FY 2015.

3. **SOVEREIGN IMMUNITY:** No provision of the AGREEMENT is to be deemed a waiver of sovereign immunity by the State of New Hampshire.

BUDGET

NHCUC BUDGET	Federal	Non-Federal Match
1. Salaries and Wages	\$12,878.67	\$7,000
2. Employee Benefits	\$0	\$0
3. Travel	\$10,000	\$5,000
4. Materials and Supplies	\$20,000	\$10,000
5. Consultants & Contracts	\$20,000	\$10,000
TOTAL REQUESTED	\$62,878.67	

Limitation on Price: The total cost for all services provided under this contract shall not exceed: \$62,878.67

Method of Payment: Payment shall be made following receipt of invoices which are supported by a

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Date 2/6/15

summary of activities and reports that have taken place in accordance with terms of the contract along with a detailed listing of expenses incurred. If correct, payment will be made for 100% of the expenditures listed.

All invoices and reports shall be forwarded to:

The New Hampshire Department of Education
Division of Higher Education – Higher Education Commission
Attention: Jan Fiderio
101 Pleasant Street
Concord, NH 03301

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Date 2/6/15

Exhibit C

The contractor shall comply with the provisions of the U.S. Code of Federal Regulations 34 CFR 364 and the following U.S. Circular:

- A. OMB Circular A-110- "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations." Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

INSURANCE

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence;

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Date 2/6/15

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE COLLEGE AND UNIVERSITY COUNCIL is a New Hampshire nonprofit corporation formed February 10, 1967. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5th day of March A.D. 2015

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Certificate of Authority

The undersigned officer certifies that as of March 6, 2015 the following resolution is duly authorized by the

RESOLUTION: That Tom Horgan be, and hereby is authorized to enter into a grant agreement with the Department of Education with the State of New Hampshire, wherein NH College & University Council will receive from the NH Department of Education grant funds to be used for training, capacity building and technical assistance through the College Access Challenge Grant program.

I further certify that Tom Horgan is the President/CEO for the NH College & university Council.

IN WITNESS WHEREOF, I, Michele Perkins, being duly constituted Chair of NH College & University Council's Board of Directors have hereunto set my hand this March 6, 2015.



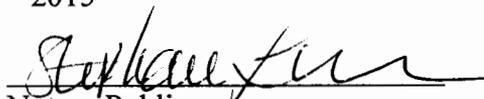
Chair, Board of Directors, NHCUC

March 6, 2015

Date



Subscribed and sworn to before me
on the 6th day of March
2015



Notary Public

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Davis Towle Morrill & Everett 115 Airport Road P O Box 1260 Concord, NH 03302-1260	CONTACT NAME: PHONE (A/C, No, Ext): 603 225-6611 FAX (A/C, No): 603-225-7935	
	E-MAIL ADDRESS: _____	
INSURED New Hampshire College and University Council 3 Barrell Court, Suite 100 Concord, NH 03301	INSURER(S) AFFORDING COVERAGE NAIC #	
	INSURER A : Hanover Insurance	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:250 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		[REDACTED]	03/01/2015	03/01/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		[REDACTED]	03/01/2015	03/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		[REDACTED]	03/01/2015	03/01/2016	EACH OCCURRENCE \$1,000,000 AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	[REDACTED]	03/01/2015	03/01/2016	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER State of NH, Dept. of Education, Division of Higher Education, 101 Pleasant St Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 