

EV 13



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

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4451 1-800-852-3345 Ext. 4451
FAX: 603-271-4729 TDD Access: 1-800-735-2964

Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

October 10, 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 exercise a renewal option and enter into an amendment to an existing agreement with Granite State College (Vendor # 177491-B001), 26 College Drive, Concord NH 03301, for the provision of an education and training partnership that provides training and education opportunities to resource families, residential care providers, certain post-adoptive families and Division for Children, Youth and Families staff, by increasing the price limitation by \$1,355,280 from \$862,000 to \$2,217,280, and extending the end date of the contract from December 31, 2014 to June 30, 2016 effective upon the date of Governor and Council approval. Governor and Executive Council approved the original agreement December 20, 2013 (item # 57). *100 % Federal Funds*

Funds to support this request are available in the following account in State Fiscal Years 2014 and 2015 budgets and are anticipated to be available in State Fiscal Year 2016, upon the availability and continued appropriation of fund in the future operating budget with the authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from Governor and Executive Council, if needed and justified. Funds were adjusted in State Fiscal Years 2014 and 2015.

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

SFY	Class/Object	Class Title	Activity Number	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2014	067-500557	Training of Providers	42106011	\$442,587	\$0	\$442,587
2015	067-500557	Training of Providers	42106011	\$419,413	\$468,373	\$887,786
2016	067-500557	Training of Providers	42106011	\$0	\$886,907	\$886,907
			Total:	\$862,000	\$1,355,280	\$2,217,280

EXPLANATION

The purpose of this amendment is to exercise the renewal option in the original contract and increase class offerings and staff to support training and curriculum development that addresses the needs of resource families, residential care providers and the Division for Children, Youth and Families staff.

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

Education and training opportunities are held statewide at times and locations that are convenient to the target population and assist resource families, staff and providers in meeting annual training requirements. All learning opportunities funded through the Division are based upon four core principles of training: accessible, needs based, outcomes focused and local.

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

The original contract was competitively bid. On September 18, 2013 the Department issued a Request for Proposals to solicit proposals to provide an education and training partnership that provides training and education opportunities to resource families, residential care providers, certain post-adoptive families and Division for Children, Youth and Families staff. The request for proposals was available on the Department of Health and Human Services website from September 18, 2013 through October 8, 2013. There was one proposal submitted.

Should Governor and Council not authorize this request, over 500 potential and existing foster and adoptive homes annually would not be able to become licensed homes. Additionally, another 840 homes currently licensed would not have access to the critical training they need, thus putting children at risk for abuse and neglect. Without availability of foster and adoptive homes, these children would likely be placed in residential care, which has a higher cost associated with it and the care might not be clinically appropriate.

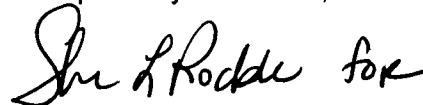
Her Excellency, Margaret Wood Hassan
and the Honorable Council
October 10, 2014
Page 3 of 3

Area Served: Statewide.

Source of Funds: 100% Federal Funds from US Department of Health and Human Service, Administration for Children and Families, Foster Care Title IV-E, Catalog for Domestic Assistance (CFDA#) 93.658, Federal Award Identification Number (FAIN) 1501NHFOST.

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

AMENDMENT #1 to
COOPERATIVE PROJECT AGREEMENT
between the
STATE OF NEW HAMPSHIRE, **Department of Health and Human Services**
and the
Granite State College of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on **12/20/13**, item # **57**, for the Project titled "**Education and Training Partnership**," Campus Project Director, **Suzanne Moberly**, is and all subsequent properly approved amendments are hereby modified by mutual consent of both parties for the reason(s) described below:

Purpose of Amendment (Choose all applicable items):

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

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

- Article A. is revised to replace the State Department name of **xxx** with **xxx** and/or USNH campus from **xxx** to **xxx**.
- Article B. is revised to replace the Project End Date of **12/31/2014** with the revised Project End Date of **6/30/16**, and Exhibit A, article B is revised to replace the Project Period of **January 1, 2014 – December 31, 2014** with **January 1, 2014 – June 30, 2016**.
- Article C. is amended to expand Exhibit A by including the proposal titled, "**xxx**," dated **xxx**.
- Article D. is amended to change the State Project Administrator to **xxx** and/or the Campus Project Administrator to **xxx**.
- Article E. is amended to change the State Project Director to **xxx** and/or the Campus Project Director to **xxx**.
- Article F. is amended to add funds in the amount of **\$1,355,280** and will read:

Total State funds in the amount of **\$2,217,280** have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

- Article F. is amended to change the cost share requirement and will read:

Campus will cost-share see **Exhibits B-2, Amendment #1, B-3, Amendment #1 and B-4, Amendment #1, attached for %** of total costs during the amended term of this Project Agreement.

- Article F. is amended to change the source of Federal funds paid to Campus and will read:

Federal funds paid to Campus under this Project Agreement as amended are from Grant/Contract/Cooperative Agreement No. **Foster Care Title IV-E** from **US Department of Health and Human Services, Administration for Children and Families** under CFDA# **93.658**.

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 **revised** Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

- Article G. is exercised to amend Article(s) **xxx** of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, as follows:

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

- Article H. is amended such that:

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

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

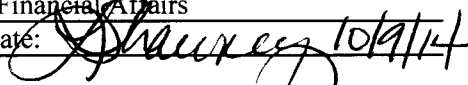
All other terms and conditions of the Cooperative Project Agreement remain unchanged.

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

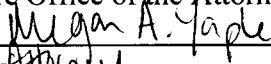
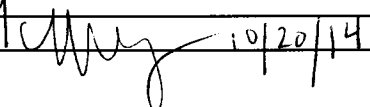
This Amendment and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire or other authorized officials approve this Amendment to the Cooperative Project Agreement.

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

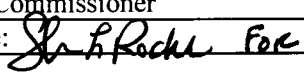
**By An Authorized Official of:
University of New Hampshire**

Name: Lisa Shawney
Title: Dean of Financial Affairs
Signature and Date:  10/19/14

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

Name: 
Title: Attorney
Signature and Date:  10/20/14

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

Name: Mary Ann Cooney
Title: Associate Commissioner
Signature and Date:  10/20/14

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

Name:
Title:
Signature and Date:

EXHIBIT A

A. Project Title: (unchanged)

B. Project Period: is amended to read:
January 1, 2014 through June 30, 2016

C. Objectives: (unchanged)

D. Scope of Work: Exhibit A-1 - Scope of Services

Section 2. Services to Be Provided

delete section 2.4. and replace it with:

2.4 The Contractor will operate a cooperative education and training program in conjunction with the Division for Children, Youth and Families (DCYF) that includes the delivery of new and existing curricula that addresses the needs of resource families, residential care providers and DCYF staff.

delete section 2.4.1.2.1 and replace it with:

2.4.1.2.1 The Contractor will provide a minimum of 120 and a maximum of 130 classes annually statewide based on the Division needs;

delete section 3.1 and replace it with:

3.1 The Contractor will provide staff members (6.5 FTE for SFY 15 & 7 FTE for SFY 16) devoted to the Education & Training Partnership contract:

delete section 3.1.8 and replace it with:

3.1.8 Better Together & New Hampshire Foster and Adoptive Parent Association (NHFAPA) Coordinator, responsible for:

3.1.8.1 Coordinating supplies and sites for Better Together Workshops;

3.1.8.2 Supporting Better Together facilitators;

3.1.8.3 Coordinating and planning the annual NHFAPA Conference with NHFAPA representatives.

delete section 3.1.9 and replace it with:

3.1.9 The Contractor will provide administrative support for program operations and BOLQI functions/activities in the Dolloff Building at .50 FTE using the staff identified above.

add section 3.1.10:

3.1.10 The Contractor will manage the administrative support work hours in coordination with the appropriate DCYF staff member.

E. Deliverables Schedule: (unchanged)

F. Budget and Invoicing Instructions: Delete and replace Exhibit B-1 Paragraph # 2. to read:

2. Expenditures for each State Fiscal Year shall be in accordance with the line items as shown in Exhibit B-2, Amendment #1 and Exhibit B-3, Amendment # 1 and Exhibit B-4, Amendment # 1, the Budget Forms attached to this amendment.

Delete Exhibit B-2 and replace it with Exhibit B-2, Amendment # 1.

Delete Exhibit B-3 and replace it with Exhibit B-3, Amendment # 1.

Add Exhibit B-4, Amendment # 1.

Exhibit B-2, Amendment # 1

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

Bidder/Program Name: RFP #14-DHHS-DCYF-07 Granite State College Evaluation & Training Partnership

Budget Request for: 14-DHHS-DCYF-07

Budget Period: January 1, 2014 through June 30, 2014

Line Item	Total Program Cont			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 170,085	\$ -	\$ 170,085	\$ 13,188	\$ -	\$ 13,188	\$ 156,897	\$ -	\$ 156,897
2. Employee Benefits	\$ 70,979	\$ -	\$ 70,979	\$ 6,026	\$ -	\$ 6,026	\$ 64,953	\$ -	\$ 64,953
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ 1,250	\$ -	\$ 1,250	\$ -	\$ -	\$ -	\$ 1,250	\$ -	\$ 1,250
Rental - postage meter	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office - Printing, general supplies	\$ 3,640	\$ -	\$ 3,640	\$ -	\$ -	\$ -	\$ 3,640	\$ -	\$ 3,640
6. Travel	\$ 3,600	\$ -	\$ 3,600	\$ -	\$ -	\$ -	\$ 3,600	\$ -	\$ 3,600
7. Occupancy	\$ 4,000	\$ -	\$ 4,000	\$ 4,000	\$ -	\$ 4,000	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone - telecom	\$ 1,750	\$ -	\$ 1,750	\$ -	\$ -	\$ -	\$ 1,750	\$ -	\$ 1,750
Postage	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,189	\$ -	\$ 1,189	\$ -	\$ -	\$ -	\$ 1,189	\$ -	\$ 1,189
12. Subcontracts/Agreements- facility rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Child Care Reimbursement	\$ 1,750	\$ -	\$ 1,750	\$ -	\$ -	\$ -	\$ 1,750	\$ -	\$ 1,750
14. Other: FAPA Conference, Food, Honorarium, materials	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000
15. Other: Food, Honorarium, Room Rentals	\$ 2,000	\$ -	\$ 2,000	\$ -	\$ -	\$ -	\$ 2,000	\$ -	\$ 2,000
Group Tuition	\$ 328,320	\$ -	\$ 328,320	\$ 124,762	\$ -	\$ 124,762	\$ 203,558	\$ -	\$ 203,558
F&A	\$ -	\$ 91,000	\$ 91,000	\$ -	\$ 91,000	\$ 91,000	\$ -	\$ -	\$ -
TOTAL	\$ 590,563	\$ 91,000	\$ 681,563	\$ 147,976	\$ 91,000	\$ 238,976	\$ 442,587	\$ -	\$ 442,587

Indirect as a Percent of Direct

Campus Authorized Official *[Signature]*
Date 10/14/14

Exhibit B-3, Amendment # 1

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

Bidder/Program Name: RFP #14-DHHS-DCYF-07 Granite State College Evaluation & Training Partnership

Budget Request for: 14-DHHS-DCYF-07

Budget Period: July 1, 2014 through June 30, 2015

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 347,737	\$ -	\$ 347,737	\$ 26,372	\$ -	\$ 26,372	\$ 321,365	\$ -	\$ 321,365
2. Employee Benefits	\$ 130,275	\$ -	\$ 130,275	\$ 10,886	\$ -	\$ 10,886	\$ 119,389	\$ -	\$ 119,389
3. Consultants -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ 2,538	\$ -	\$ 2,538	\$ -	\$ -	\$ -	\$ 2,538	\$ -	\$ 2,538
Rental - postage meter	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office - Printing, general supplies	\$ 7,009	\$ -	\$ 7,009	\$ -	\$ -	\$ -	\$ 7,009	\$ -	\$ 7,009
6. Travel	\$ 9,108	\$ -	\$ 9,108	\$ -	\$ -	\$ -	\$ 9,108	\$ -	\$ 9,108
7. Occupancy	\$ 8,000	\$ -	\$ 8,000	\$ 8,000	\$ -	\$ 8,000	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone - telecom	\$ 3,552	\$ -	\$ 3,552	\$ -	\$ -	\$ -	\$ 3,552	\$ -	\$ 3,552
Postage	\$ 2,030	\$ -	\$ 2,030	\$ -	\$ -	\$ -	\$ 2,030	\$ -	\$ 2,030
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 4,725	\$ -	\$ 4,725	\$ -	\$ -	\$ -	\$ 4,725	\$ -	\$ 4,725
12. Subcontracts/Agreements- facility rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Child Care Reimbursement	\$ 3,500	\$ -	\$ 3,500	\$ -	\$ -	\$ -	\$ 3,500	\$ -	\$ 3,500
14. Other: FAPA Conference, TCI Training, Better Together	\$ 41,000	\$ -	\$ 41,000	\$ -	\$ -	\$ -	\$ 41,000	\$ -	\$ 41,000
15. Other: Food, Honorarium, Room Rentals	\$ 3,560	\$ -	\$ 3,560	\$ -	\$ -	\$ -	\$ 3,560	\$ -	\$ 3,560
Group Tuition	\$ 596,791	\$ -	\$ 596,791	\$ 226,781	\$ -	\$ 226,781	\$ 370,010	\$ -	\$ 370,010
F&A	\$ -	\$ 186,391	\$ 186,391	\$ -	\$ 186,391	\$ 186,391	\$ -	\$ -	\$ -
TOTAL	\$ 1,159,825	\$ 186,391	\$ 1,346,216	\$ 272,039	\$ 186,391	\$ 458,430	\$ 887,786	\$ -	\$ 887,786

Indirect as a Percent of Direct

Exhibit B-4, Amendment # 1

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

Bidder/Program Name: RFP #14-DHHS-DCYF-07 Granite State College Evaluation & Training Partnership

Budget Request for: 14-DHHS-DCYF-07

Budget Period: July 1, 2015 through June 30, 2016

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share	
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed
1. Total Salary/Wages	\$ 377,993	\$ -	\$ 26,551	\$ -	\$ 350,742	\$ -
2. Employee Benefits	\$ 125,825	\$ -	\$ 10,222	\$ -	\$ 115,603	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ 2,575	\$ -	\$ -	\$ -	\$ 2,575	\$ -
Rental - postage meter	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office - Printing, general supplies	\$ 7,107	\$ -	\$ -	\$ -	\$ 7,107	\$ -
6. Travel	\$ 9,270	\$ -	\$ -	\$ -	\$ 9,270	\$ -
7. Occupancy	\$ 8,000	\$ -	\$ 8,000	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone - telecom	\$ 3,605	\$ -	\$ -	\$ -	\$ 3,605	\$ -
Postage	\$ 2,060	\$ -	\$ -	\$ -	\$ 2,060	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 4,830	\$ -	\$ -	\$ -	\$ 4,830	\$ -
12. Subcontracts/Agreements- facility rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Child Care Reimbursement	\$ 3,500	\$ -	\$ -	\$ -	\$ 3,500	\$ -
14. Other: FAPA Conference, Better Together	\$ 14,000	\$ -	\$ -	\$ -	\$ 14,000	\$ -
15. Other Food, Room Rental, Honorarium	\$ 3,605	\$ -	\$ -	\$ -	\$ 3,605	\$ -
Group Tuition	\$ 596,790	\$ -	\$ 226,780	\$ -	\$ 370,010	\$ -
F&A	\$ -	\$ 203,431	\$ -	\$ 203,431	\$ -	\$ -
TOTAL	\$ 1,158,160	\$ 203,431	\$ 271,553	\$ 203,431	\$ 886,907	\$ -

Indirect as a Percent of Direct



457
57

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

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4451 1-800-852-3345 Ext. 4451
FAX: 603-271-4729 TDD Access: 1-800-735-2964

Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

December 3, 2013

12/20/13
57

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

REQUESTED ACTION

100% Federal funds

Authorize the New Hampshire Department of Health and Human Services, Division for Children, Youth and Families to enter into an agreement with Granite State College (Vendor # 177491-B001), 26 College Drive, Concord NH 03301, in an amount not to exceed \$862,000, for the provision of an education and training partnership that provides training and education opportunities to resource families, residential care providers, certain post-adoptive families and Division for Children, Youth and Families staff, effective January 1, 2014 or date of Governor and Council approval, whichever is later, through December 31, 2014.

Funds to support this request are available in the following account in State Fiscal Years 2014 and 2015 budgets with the authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council:

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

SFY	Class/Object	Class Title	Activity Number	Budget
2014	067-500557	Training of Providers	42106011	\$431,000
2015	067-500557	Training of Providers	42106011	\$ 431,000
			Total:	\$862,000

EXPLANATION

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

Her Excellency, Margaret Wood Hassan
And the Honorable Council
December 3, 2013
Page 2 of 3

engagement strategies that strengthen families, such as shared parenting, child development, and trauma informed supports to children and their families.

These education and training opportunities are held statewide at times and locations that are convenient to the target population and assist resource families, staff and providers in meeting annual training requirements. All learning opportunities funded through the Division are based upon four core principles of training: accessible, needs based, outcomes focused and local.

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

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

This contract was competitively bid. On September 18, 2013 the Department issued a Request for Proposals to solicit proposals to provide an education and training partnership that provides training and education opportunities to resource families, residential care providers, certain post-adoptive families and Division for Children, Youth and Families staff. The request for proposals was available on the Department of Health and Human Services website from September 18, 2013 through October 8, 2013. There was one proposal submitted.

The proposal was 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' Education and Training Partnership Program. The team also included staff with significant business and management expertise.

The proposal was evaluated based on the criteria published in the Request for Proposals. Granite State College was selected. The bid summary is attached.

The attached contract calls for the provision of these services for one year and reserves the Division's right to renew the agreement 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, over 500 potential and existing foster and adoptive homes annually would not be able to become licensed homes. Additionally, another 840 homes currently licensed would not have access to the critical training they need, thus putting children at risk for abuse and neglect. Without availability of foster and adoptive homes, these children would likely be placed in residential care, which has a higher cost associated with it and the care might not be clinically appropriate.


Her Excellency, Margaret Wood Hassan
And the Honorable Council
December 3, 2013
Page 3 of 3

Area Served: Statewide.

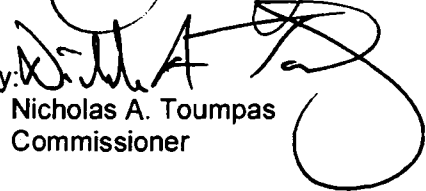
Source of Funds: 100% Federal Funds.

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**

Education & Training Partnership _____

RFP Name

14-DHHS-DCYF-07

RFP Number

Bidder Name

1. Granite State College _____
2. 0 _____
3. 0 _____
4. 0 _____

Pass/Fail	Maximum Points
	215
	215
	215
	215

Reviewer Names

1. Sherri Levesque, Administrator III _____
2. Eileen Mullen, Administrator III _____
3. Heidi Young, Administrator I _____
4. PJ Nadeau, MBA CPM _____
5. _____
6. _____

COOPERATIVE PROJECT AGREEMENT

between the

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

Granite State College of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Health and Human Services**, (hereinafter "State"), and the University System of New Hampshire, acting through **Granite State College**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on 12/31/14. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: **Education and Training Partnership**

- D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

State Project Administrator

Name: DAVE CLARK
 Address: DCYF
129 PLEASANT STREET
CONCORD, NH 03301
 Phone: 603-271-4817

Campus Project Administrator

Name: Lisa Shawney
 Address: Granite State College
25 Hall St.
Concord, NH 03301
 Phone: 603.513.1335

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

State Project Director

Name: HEIDI YOUNG
 Address: DCYF
129 PLEASANT STREET
CONCORD, NH 03301
 Phone: 603-271-7212

Campus Project Director

Name: Suzanne Moberly
 Address: Granite State College
25 Hall St.
Concord, NH 03301
 Phone: 603.271.6625

F. Total State funds in the amount of \$862,000 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

Campus will cost-share see Exhibits B-2 and B-3, attached % of total costs during the term of this Project Agreement.

Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. Title IV-E and IV- B from US Department of Health and Human Services under CFDA# 93.658 and 93.645. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

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

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

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

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

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

By An Authorized Official of:
Granite State College

Name: Lisa Shaurey
Title: Senior Legal Counsel
Signature and Date: [Signature] 12/14/13

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

Name: Mike Ryan
Title: Sen. Health and Council
Signature and Date: [Signature] 12/15/13

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

Name: MARY ANN COONEY
Title: ASSOCIATE COMMISSIONER
Signature and Date: [Signature] 12/14/13

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

Name: _____
Title: _____
Signature and Date: _____

EXHIBIT A

- A. Project Title:** Education and Training Partnership
- B. Project Period:** January 1, 2014- December 31, 2014
- C. Objectives:** See Exhibit A-1, attached
- D. Scope of Work:** See Exhibit A-1, attached
- E. Deliverables Schedule:** See Exhibit A-1, attached
- F. Budget and Invoicing Instructions:** See Exhibit B-1, B-2, and B-3, attached
- G. Other:**



Scope of Services

1. Provisions Applicable To All Services

- 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.2. The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.

2. Services to Be Provided

The Contractor hereby covenants and agrees that during the term of this Agreement, it will provide services to coordinate the State's efforts to provide education and training programs that are responsive to the needs and preferences of resource families, residential care providers and Division for Children, Youth and Families (DCYF) staff who qualify for Title IV-E reimbursement for training and education. The services to be provided include, but are not limited to:

- 2.1. The contractor will create and deliver curricula that are based upon best practices or evidence-based elements available locally, regionally or nationally.
 - 2.1.1. Courses will be based upon four core principles of training:
 - 2.1.2. Accessible
 - 2.1.3. Needs based
 - 2.1.4. Outcomes focused
 - 2.1.5. Local
- 2.2. The contractor will ensure that all programs are particularly inclusive of the voice of birth parents and youth.
- 2.3. The contractor will collaborate with the Division for Children, Youth and Families (DCYF) and use the DCYF Practice Model, Guiding Principles and Beliefs to serve as a template for all curriculum development.
- 2.4. The contractor will operate a cooperative education and training program in conjunction with Division for Children, Youth and Families (DCYF) that includes the delivery of existing curricula that address the needs of resource families, residential care providers and DCYF staff.
 - 2.4.1. The following represents the minimum course offerings the contractor will provide:
 - 2.4.1.1 Foster and Adoptive Care Essentials (FACES): a training series that consists of 21 hours of instruction designed to prepare families to understand the needs of children in their care. The program consists of seven modules, including Orientation, Regulations, The Developing Child, Experiencing Grief & Loss, The Effects of Childhood Trauma, Promoting Positive Behavior and Developing Lifelong Connections.
 - 2.4.1.1.1. The Contractor will coordinate a minimum of 30 and a maximum of 34 FACES series annually statewide based on Division needs, unless otherwise authorized by the Bureau of Organizational Learning and Quality Improvement (BOLQI) Administrator (or designee).
 - 2.4.1.1.2. The Contractor will coordinate all modules of the training which includes:
 - 2.4.1.1.2.1. Developing and maintaining curriculum;
 - 2.4.1.1.2.2. Training space;
 - 2.4.1.1.2.3. Providing materials;
 - 2.4.1.1.2.4. Registration/attendance tracking;
 - 2.4.1.1.2.5. Conducting course evaluation;

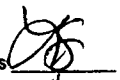

10/2/13



Exhibit A

- 2.4.1.1.2.6. For Modules III – VII, the Contractor will also provide qualified instructors/trainers.
- 2.4.1.2 Caregiver On-Going Training (COT): training classes for existing caregivers, staff and providers.
 - 2.4.1.2.1. The Contractor will provide a minimum of 115 and a maximum of 120 classes annually statewide based on the Division needs;
 - 2.4.1.2.2. The Contractor will target marketing of COT specific to each population identified in Section 2.1
- 2.4.1.3 FACES or COT trainings with less than 7 registrants shall require approval of the BOLQI Training Administrator (or designee) before delivery, to ensure sufficient return on investment.
- 2.4.1.4 Residential Counselor Core Training (RCCT)
 - 2.4.1.4.1. The Contractor will provide at least 2 RCCT series annually statewide based on the Division needs, unless otherwise authorized by the Bureau of Organizational Learning and Quality Improvement (BOLQI) Administrator (or designee).
- 2.4.1.5 The Contractor will offer Relatively Speaking Training: a partial alternative to the FACES curriculum. It is designed to further understanding of the relative caregiver's role, enhance relationship skills and provide information on the impacts on the child, birth parent and the relative caregiver's family.
 - 2.4.1.5.1. The contractor will deliver the class in a simple-to-use three hour e-workbook
 - 2.4.1.5.2. Class communication will be done via email
 - 2.4.1.5.3. Classes in the series will include:
 - 2.4.1.5.3.1. About the Birth Parent
 - 2.4.1.5.3.2. About You
 - 2.4.1.5.3.3. About the Child
- 2.4.1.6 The Contractor will offer an annual Resource Worker Training Day to help DCYF Resource Workers and/or other DCYF staff develop skills to deliver curricula.
 - 2.4.1.6.1. The contractor will work with Division for Children, Youth and Families (DCYF) administrators and staff to determine resource worker or staff training needs and deliver necessary training.
- 2.4.1.7 The Contractor will offer a course that may be used to prepare identified trainers at a minimum of 4 times per calendar year.
- 2.4.1.8 The Contractor will offer and deliver a Better Together course which brings resource parents and birth parents together to learn and share their perspectives.
 - 2.4.1.8.1. This course will be offered upon request.
- 2.4.1.9 The Contractor will offer and deliver Instructor Professional Development to ensure instructors are kept up to date regarding new initiatives in training in New Hampshire.
 - 2.4.1.9.1. The contractor will proactively inform instructors of new developments that directly impact the content and delivery of course materials through:
 - 2.4.1.9.1.1. Email;
 - 2.4.1.9.1.2. Newsletters;
 - 2.4.1.9.1.3. Periodic trainings.
- 2.4.2. The contractor shall assess training needs/preferences of the target populations for this contract at a minimum through bi-annual surveys of each training population.
- 2.4.3. The contractor shall maintain current curricula for all courses delivered under the contract.
- 2.4.4. The contractor shall design and develop new curricula as needed. At least two, but not more than four, new classes will be developed annually in accordance with needs assessment data, inclusion of parent and youth voice, and/or Division needs.
- 2.4.5. The contractor will manage and provide reimbursement of childcare expenses incurred by resource families in order to attend trainings.

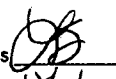

10/13



Exhibit A

-
- 2.4.6. The Contractor shall provide all materials, equipment, and physical space for the training and education programs it delivers. Some of the materials and equipment that must be provided includes but is not limited to:
 - 2.4.6.1 Ten (10) computers that access USNH systems
 - 2.4.6.2 Video cameras
 - 2.4.6.3 Digital cameras
 - 2.4.6.4 All course related materials
 - 2.4.7. All courses shall be offered at locations throughout the state, at times convenient to the target populations including evening sessions as needed.
 - 2.4.8. The contractor shall have the option to operate from offices currently located at the DCYF Bureau of Organizational Learning & Quality Improvement training unit at the Dolloff Building, 117 Pleasant Street, Concord, NH. The contractor will provide all required office supplies and equipment for program maintenance. The contractor shall have at least one staff member who shall utilize the Department's email system to ensure ease of communication with Division staff.
 - 2.5. The Contractor will develop capacity to provide a more comprehensive suite of available online and computer based classes by:
 - 2.5.1. Providing a written plan to the Department within four months of contract approval to develop and implement online training modules for FACES.
 - 2.5.2. Providing a written analysis and proposing concrete action steps for further development of online and computer based class/lesson delivery for all other contract related training programs as agreed upon with the Division.
 - 2.5.2.1 This analysis shall be provided to the Department within six months of contract approval.
 - 2.6. The Contractor will function as one component of a larger, integrated training system within the Division that includes several other programs and contractors. As such, the Contractor will play a leadership role within the agency Council on Organizational Learning (CoOL), as well as integrate with and provide overall support for the Division's training unit.
 - 2.6.1. The contractor will work collaboratively with DCYF, its Bureau of Organizational Learning & Quality Improvement (BOLQI), the Bureau of Community and Family Services (BCFS), learning partners across the state, as well as with other community partners such as the NH Foster and Adoptive Parent Association (NH FAPA), Community and Faith Based Initiative, NH child placing agencies, UNH Center for Professional Excellence, UNH Cooperative Extension, NAMI NH, the Youth Advisory Board, and residential facilities throughout the state of New Hampshire, DCYF individually and through CoOL as necessary and practical to support the overall training system.
 - 2.6.2. The Contractor will participate/serve on the following Teams/Boards/committees :
 - 2.6.2.1 DCYF Parent Partner Strategy Team;
 - 2.6.2.2 Practice Model Implementation Team;
 - 2.6.2.3 the Youth Advisory Board;
 - 2.6.2.4 DCYF Peer TA Birth Parent Match Committee.
 - 2.6.3. The contractor will participate as requested in continuous quality improvement activities of the Division, such as Case Practice Reviews and Practice Improvement Initiatives.
 - 2.7. The Contractor will participate and in some cases lead the subcommittees on the Division for Children, Youth and Families (DCYF) Council on Organizational Learning (CoOL)
 - 2.8. The Contractor will coordinate the annual NH Foster and Adoptive Parent Association (FAPA) conference in partnership with the Division for Children, Youth and Families (DCYF) and the NH FAPA, up to the budgeted amount for direct costs for this event. This will include but is not limited to:
 - 2.8.1. Handling all elements of conference registration;
 - 2.8.2. Save the date brochure Development/production/distribution;
 - 2.8.3. Securing and paying for venue and coordinating venue based activities/services;
 - 2.8.4. Handling all elements of conference evaluation;
 - 2.8.5. Food selection and payment
 - 2.8.6. Acting as overall fiscal agent for the conference,
 - 2.8.7. Registration tracking and provision of training credit to attendees.

[Handwritten Signature]
10/21/13



Exhibit A

- 2.8.8. Soliciting and securing vendor agreements for exhibitors
- 2.8.9. Coordinating and convening of conference planning committee
- 2.8.10. Scheduling and development of agenda for conference planning committee
- 2.8.11. Coordinating Conference advertisements and event
- 2.8.12. Securing/paying for presenters
- 2.8.13. Development of conference workshops
- 2.9. The Contractor is responsible for training program data collection including, but not limited to, demographic information regarding attendees, individual training records for resource families, trainers, courses offered, training evaluations and curriculum archiving. Compatible data will be maintained in the Division's Statewide Automated Child Welfare Information System (SACWIS), NH Bridges to enhance system integration. The contractor will be responsible for the creation and maintenance of a database to track those elements not compatible with NH Bridges.
 - 2.9.1. The contractor will enter and maintain individual training records of foster parents in the NH Bridges system to the extent that system parameters allow, and will obtain releases from foster parents as needed to ensure FERPA compliance. This will ensure that foster parent training records are currently and permanently accessible to appropriate DCYF staff, and are inclusive of other training activities completed by foster parents outside of this contract, and integrated with the larger Division training system.
 - 2.9.2. The Contractor will utilize the Banner Student Information System registration platform and other databases as needed to collect other required data not able to be maintained in the NH Bridges system.
 - 2.9.3. The contractor will track all data relative to training activities in duplicated and unduplicated count, and will assess, maintain, and enhance the current tracking system regarding trainings inclusive of the final report conclusions and follow up.
 - 2.9.4. A combination of the data in Banner and the Education and Training Partnership database will be shared with Bureau of Organizational Learning and Quality Information (BOLQI) via weekly reports on registration information and quarterly reports on numbers of participants and rates of course completion.

3. Staff Requirements

- 3.1. The Contractor will provide 6.5 FTE staff members devoted to the Education & Training Partnership contract:
 - 3.1.1. Project Director III, responsible for:
 - 3.1.1.1 Overall Education and Training Partnership program planning;
 - 3.1.1.2 Budgeting;
 - 3.1.1.3 Implementation
 - 3.1.1.4 Maintenance,;
 - 3.1.1.5 Supervision of staff.
 - 3.1.2. Curriculum Planning Specialist, responsible for:
 - 3.1.2.1 Development and updating COT and RCCT curricula;
 - 3.1.2.2 Supervisor of staff.
 - 3.1.3. Program Development Specialist, responsible for:
 - 3.1.3.1 FACEs curriculum design,
 - 3.1.3.2 Development;
 - 3.1.3.3 Responsive coordination/delivery;
 - 3.1.3.4 Hiring and supporting instructors;
 - 3.1.3.5 Coordinating professional development activities for instructors and staff.
 - 3.1.4. Training Coordinator, responsible for :
 - 3.1.4.1 Scheduling COT classes based on need;
 - 3.1.4.2 Hiring instructors;
 - 3.1.4.3 Populating courses
 - 3.1.4.4 Program coordination and delivery.
 - 3.1.5. Program Evaluation & Improvement Coordinator, responsible for:
 - 3.1.5.1 Needs assessment analysis;

[Handwritten Signature]
[Handwritten Date: 10/2/13]



Exhibit A

- 3.1.5.2 Evaluation activities;
- 3.1.5.3 Record keeping;
- 3.1.5.4 Data management;
- 3.1.5.5 General office operations.
- 3.1.6. Program Support Assistant, responsible for :
 - 3.1.6.1 Student assistance and support
 - 3.1.6.2 COT and RCCT training registrations;
 - 3.1.6.3 Record keeping;
 - 3.1.6.4 Data management;
 - 3.1.6.5 General office operations.
- 3.1.7. Administrative Assistant III, responsible for:
 - 3.1.7.1 FACES program registrations;
 - 3.1.7.2 Support,
 - 3.1.7.3 Preparation of instructor and trainee materials;
 - 3.1.7.4 Curriculum formatting;
 - 3.1.7.5 Maintenance of the Education and Training Partnership website;
 - 3.1.7.6 General office.
- 3.1.8. The contractor will provide administrative support for program operations and BOLQI functions/activities in the Dolloff Building at .50 FTE using the staff identified above.
- 3.1.9. The contractor will manage the administrative support work hours in coordination with the appropriate DCYF staff member.
- 3.2. The Contractor will maintain a sufficient pool of qualified trainers/instructors, to include members from resource families, residential care providers, and Division for Children, Youth and Families (DCYF) employees as well as birth parents and youth that have experienced Division for Children, Youth and Families (child protection and/or juvenile justice) involvement.
 - 3.2.1. The Contractor will ensure that all trainers/instructors are highly qualified in Content areas, adult learning and training skills by.
 - 3.2.1.1 Team Review of application/resumes
 - 3.2.1.2 Face to face interviews
 - 3.2.1.3 Completing and documenting references checks
 - 3.2.1.4 Providing references to DCYF for vetting
 - 3.2.1.5 Participation in Caregiver Ongoing Training course "Delivering Effective Training"
 - 3.2.1.6 Working closely with Bureau of Organizational Learning and Quality Improvement (BOLQI) to review credential and qualifications, including an explicit system of matching instructor's qualification with specific courses. DCYF maintains the right to approve or deny the use of any trainer/instructor.

4. State Compliance

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

5. Outreach and Advertising

- 5.1. The Contractor will promote training classes through:
 - 5.1.1. Public service announcement via radio, where there is a special need for resource families
 - 5.1.2. Email
 - 5.1.3. Announcements on the www.granite.edu website
 - 5.1.4. Providing BOLQI approved announcements for publishing on the DCYF website.

Exhibit A

Contractor Initials

Date

Page 5 of 7

[Handwritten Signature]
10/21/13



Exhibit A

- 5.1.5. Outreach through programs participation in meetings, community events, support groups, conferences
- 5.1.6. The Instructor Newsletter
- 5.1.7. Education and Training Partnership brochure
- 5.1.8. DCYF personnel

6. Reporting & Performance Metrics

- 6.1. The Contractor shall provide a weekly report of activities to the Division for Children, Youth and Families (DCYF) Bureau of Organizational Learning and Quality Improvement (BOLQI) Administrator (or designee) of all major contract activities for the week related to accomplishment of the contract goals and performance measure shall be documented, including:
 - 6.1.1. Date
 - 6.1.2. List each Staff position
 - 6.1.3. Functions performed by above (6.1.1.2) staff for the week
 - 6.1.4. Evaluation Activity
 - 6.1.5. Registration Activity
 - 6.1.6. Classes provided
 - 6.1.7. Attendance
- 6.2. The Contractor will complete and submit quarterly reports
 - 6.2.1. The reports will include the following:
 - 6.2.1.1 Registration and attendance data for each training,
 - 6.2.1.2 Any training needs assessments completed,
 - 6.2.1.3 Evaluation results for that quarter.
 - 6.2.2. Reports are due within 30 days of the conclusion of each term
 - 6.2.3. Reports will be sent to the Bureau of Organizational Learning and Quality Improvement (BOLQI) Administrator (or designee) and the Bureau of Community and Family Support (BCFS) Administrator (or designee)
 - 6.2.4. There will be at least 4 terms within each SFY to be reported on.
- 6.3. The Contractor will complete and submit an end of year report
 - 6.3.1. The reports will include the following:
 - 6.3.1.1 A complete program overview;
 - 6.3.1.2 Accomplishments towards program goals and performance measures;
 - 6.3.1.3 Training registration and attendance during the report year;
 - 6.3.1.4 Training needs assessment gathered during the report year;
 - 6.3.1.5 Training evaluation results;
 - 6.3.1.6 Program cost effectiveness, including costs per attendee and/or course.
 - 6.3.2. The Report is due within 60 days of the end of the state fiscal year.
 - 6.3.3. Twenty (20) copies of said report will be submitted to the Bureau of Organizational Learning and Quality Improvement (BOLQI) administrator (or designee) for distribution..
- 6.4. The Contractor will develop and maintain an evaluation system/structure in agreement with the DCYF that uses best practice training evaluation methodologies including Kirkpatrick's Four Levels of Evaluation.
 - 6.4.1. The evaluation system will ensure training delivery that is
 - 6.4.1.1 Aligned with DCYF mission and the New Hampshire Practice Model
 - 6.4.1.2 Approved by the Bureau of Organizational Learning and Quality Improvement (BOLQI) Administrator (or designee).
 - 6.4.2. All trainings will be evaluated at minimum for:
 - 6.4.2.1 Content;
 - 6.4.2.2 Instructor knowledge and ability;
 - 6.4.2.3 Transfer of knowledge to participants.
 - 6.4.3. Evaluations must be offered to all attendees in a format that ensures anonymity.
 - 6.4.4. Results of the evaluations will be recorded and submitted in the quarterly and yearly reports listed above.

[Handwritten Signature]
10/2/13



Exhibit A

6.5. The Contractor shall achieve a return rate of 85% or better, and an 85% or better trainee satisfaction rating for each training delivered. Any courses falling below these two rates shall include a plan for improvement submitted in the reports listed above.

7. Ownership and Control

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

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

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

- Laptop, Desktop, and handheld computers;
- LCD and other projectors; and
- Voice and video recorders and players

are, for the purposes of this Cooperative Project Agreement, considered equipment regardless of cost.

JS
10/10/13

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



Exhibit B-1

Method and Conditions Precedent to Payment

1. The State shall pay the Campus an amount not to exceed the price limitation, Section F, of the cooperative project agreement.
2. Expenditures for each State Fiscal Year shall be in accordance with the line items as shown in Exhibits B-2 and B-3, the Budget Forms submitted with the Campus cost proposal.
3. Payment for said services shall be to the contractor, subject to the following conditions:
 - 3.1. Payment will be on a cost reimbursement basis based on actual expenditures incurred up to the total contract price incurred in the fulfillment of this agreement. An invoice template, provided by the Department shall be used for billing, and must be completed, signed (or emailed) to:

Fiscal Administrator
Division for Children, Youth and Families
129 Pleasant Street
Concord, NH 03301-3857

dclark@dhhs.state.nh.us
 - 3.2. Requests for payment shall be signed or submitted electronically by an authorized representative of the Campus.
 - 3.3. Payment requests may be submitted monthly or at the end of each semester, but at a minimum must be submitted quarterly.
 - 3.4. A final payment will be submitted no later than sixty (60) days after the agreement ends. Failure to submit the invoice by this date could result in non-payment.
 - 3.5. Notwithstanding anything to the contrary herein, the Campus agrees that payment under this Agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State Law, rule or regulation applicable to the services provided, or if the said services have not been satisfactory completed in accordance with the terms and conditions of this Agreement.
 - 3.6. Payments may be withheld pending receipt of required reports as outlined in Exhibit A and Exhibit A-1.

New Hampshire Department of Health and Human Services
Education and Training Partnership



Exhibit B-1

4. When the Contract Price limitation is reached, the program shall continue to operate at full capacity at no charge to the Division Children, Youth and Families for the duration of the Contract Period.
5. The Division reserves the right to renew the Agreement for up to two additional years, subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Contractor Initials: 

Date: 12/2/13

EXHIBIT B-2

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

Bidder/Program Name: RFP #14-DHHS-DCYF-07 Granite State College Evaluation & Training Partnership

Budget for: 14-DHHS-DCYF-07

Budget Period: January 1, 2014 through June 30, 2014

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	\$ 170,065	\$ -	\$ 13,188	\$ -	\$ 13,188	\$ -	\$ 156,897
2. Employee Benefits	\$ 70,979	\$ -	\$ 6,026	\$ -	\$ 6,026	\$ -	\$ 64,953
3. Consultants -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ 1,250	\$ -	\$ 1,250	\$ -	\$ 1,250	\$ -	\$ 1,250
Rental - postage meter	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office - Printing, General supplies	\$ 3,640	\$ -	\$ 3,640	\$ -	\$ 3,640	\$ -	\$ 3,640
6. Travel	\$ 3,600	\$ -	\$ 3,600	\$ -	\$ 3,600	\$ -	\$ 3,600
7. Occupancy	\$ 4,000	\$ -	\$ 4,000	\$ -	\$ 4,000	\$ -	\$ 4,000
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone - telecom	\$ 1,750	\$ -	\$ 1,750	\$ -	\$ 1,750	\$ -	\$ 1,750
Postage	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ 1,000
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,189	\$ -	\$ 1,189	\$ -	\$ 1,189	\$ -	\$ 1,189
12. Subcontract/Agreements- facility rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Child Care Reimbursement	\$ 1,750	\$ -	\$ 1,750	\$ -	\$ 1,750	\$ -	\$ 1,750
14. Other: IAPA Conference, Food, Honorarium, materials	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ 1,000
15. Other: Food, Honorarium, Room Rentals	\$ 2,000	\$ -	\$ 2,000	\$ -	\$ 2,000	\$ -	\$ 2,000
Group Tuition	\$ 328,320	\$ -	\$ 328,320	\$ -	\$ 328,320	\$ -	\$ 328,320
SEA	\$ -	\$ 91,000	\$ -	\$ 91,000	\$ -	\$ 91,000	\$ 91,000
TOTAL	\$ 590,543	\$ 91,000	\$ 147,978	\$ 91,000	\$ 147,978	\$ 91,000	\$ 442,547

Indirect as a Percent of Direct

Contractor Initials: 
Date: 6/13

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

Bidder/Program Name: NEF #14-DHHS- Grantor State College Evaluation & Training Partnership
DOY-07

Budget for: Education and Training Partnership

Budget Period: July 1, 2014 through December 31, 2014

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share	
	Direct Incremental	Indirect Funded	Direct Incremental	Indirect Funded	Direct Incremental	Indirect Funded
1. Total Salary/Wages	\$ 174,022	\$ -	\$ 174,022	\$ -	\$ 13,494	\$ -
2. Employee Benefits	\$ 69,951	\$ -	\$ 69,951	\$ -	\$ 5,928	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ 1,250	\$ -	\$ 1,250	\$ -	\$ -	\$ -
Rental - postage meter	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office - Printing, general supplies	\$ 3,260	\$ -	\$ 3,260	\$ -	\$ -	\$ -
6. Travel	\$ 5,400	\$ -	\$ 5,400	\$ -	\$ -	\$ -
7. Occupancy	\$ 4,000	\$ -	\$ 4,000	\$ -	\$ 4,000	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone - telecom	\$ 1,750	\$ -	\$ 1,750	\$ -	\$ -	\$ -
Postage	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 3,500	\$ -	\$ 3,500	\$ -	\$ -	\$ -
12. Subcontract/Agreements- facility rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Child Care Reimbursement	\$ 1,750	\$ -	\$ 1,750	\$ -	\$ -	\$ -
14. Other: FAPA Conference, Food, Honorarium, materials	\$ 9,000	\$ -	\$ 9,000	\$ -	\$ -	\$ -
15. Other Food, Room Rental, Honorarium	\$ 1,500	\$ -	\$ 1,500	\$ -	\$ -	\$ -
Group Tuition	\$ 264,471	\$ -	\$ 264,471	\$ -	\$ 102,019	\$ -
F&A	\$ -	\$ 93,106	\$ 93,106	\$ -	\$ 93,106	\$ -
TOTAL	\$ 544,854	\$ 93,106	\$ 637,960	\$ 125,441	\$ 218,647	\$ 419,413

Indirect as a Percent of Direct

0

Contractor Initials: 
Date: 12/13



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

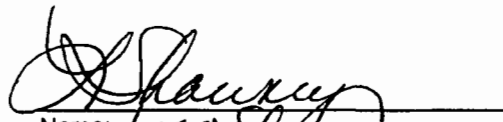
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.


The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

10/21/13
Date


Name: Lisa Shewkey
Title: Dean of Financial Affairs / CFO
Granite State College

Contractor Initials 
Date 10/21/13



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 790050223
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

[Handwritten Signature]
10/10/13

Master Agreement



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

DONALD S. HILL
Commissioner
(603) 771-3201

September 27, 2002

Approved
3-2
11/13/02

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

REQUESTED ACTION

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

EXPLANATION

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

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

Respectfully submitted,

Donald S. Hill, Commissioner
Department of Administrative Services

DSH/cw

Attachments

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

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

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

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

THEREFORE, the State of New Hampshire, (hereinafter "State"), and the University System of New Hampshire, (hereinafter "University System"), this 15th day of April, 2011, enter into an agreement for the purpose of jointly planning and carrying out projects in a cooperative manner (hereinafter "Cooperative Project") under the terms and conditions specified below. These terms and conditions shall apply to projects funded at the University System by the State and shall remain in force and effect until amended or terminated.

I. COOPERATIVE PROJECT AGREEMENT

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

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

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

2. PROJECT ADMINISTRATORS

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

3. PROJECT DIRECTORS

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

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

4. INDEPENDENT CAPACITY

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

5. CHANGES

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

6. NON-APPROPRIATION OF FUNDS

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

7. PROJECT COSTS

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

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

8. COST SHARING

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

9. INVOICES AND PAYMENTS

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

10. FISCAL RECORDS AND AUDIT

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

11. SUBCONTRACTS

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

12. SUBLETTING, ASSIGNMENT OR TRANSFER

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

13. EQUAL EMPLOYMENT OPPORTUNITY

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

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

14. TERMINATION

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

15. LIABILITY

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

16. ADDITIONAL PROVISIONS AND ORDER OF PRECEDENCE

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

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

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

17. EQUIPMENT

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

18. INTELLECTUAL PROPERTY

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

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

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

19. PUBLICATION, CONFIDENTIALITY, AND MAINTENANCE OF DATA: ACCESS

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

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

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

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

20. CERTIFICATIONS AND DOCUMENTS

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

A. STATUS

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

B. SIGNATURE AUTHORITY

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

C. INSURANCE

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

D. FINANCIAL AND AUDIT DOCUMENTS

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

- University System Annual OMB Circular A-133 Audit.

E. FEDERAL CERTIFICATIONS – FILED ANNUALLY

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

F. OTHER

- Names of University System Board of Trustees

21. APPROVALS AND AMENDMENTS

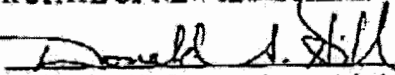
This Master Agreement is hereby approved and effective as of the date of the last signature below by an authorized representative of the University System of New Hampshire, State of New Hampshire, and Governor and Executive Council. Any amendments to this Master Agreement must be approved in writing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

FOR UNIVERSITY SYSTEM OF NEW HAMPSHIRE:

By 
Edward R. MacKay, Vice Chancellor and Treasurer

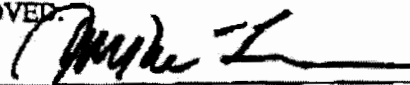
9/16/02
Date

FOR STATE OF NEW HAMPSHIRE:

By 
Donald S. Hill, Commissioner, Administrative Services

9/27/02
Date

APPROVED:

By 
For New Hampshire Office of the Attorney General

9-18-02
Date

APPROVED:

By _____
For New Hampshire Governor and Executive Council

Date

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

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

[insert project title]

- D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

FOR STATE

FOR CAMPUS

[Name, Address, etc.]

[Name, Address, etc.]

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

FOR STATE

FOR CAMPUS

[Name, Address, etc.]

[Name, Address, etc.]

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

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

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

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

[Insert text of revisions here]

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

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

IN WITNESS WHEREOF, the University System of New Hampshire, acting through the [Name of the campus of the University System participating in the project] and the State of New Hampshire, [Name of the department, agency or unit of the State] have executed this Project Agreement.

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

Title:

Signature and Date:

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