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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

April 9, 2014

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

75% Federal funds  
15% General funds

**REQUESTED ACTION**

Authorize the New Hampshire Department of Health and Human Services, Division for Children, Youth and Families to enter into an agreement with University of New Hampshire (Vendor # 177867 B046), 51 College Road, Durham NH 03824, for a training partnership that will provide educational and training opportunities to Division for Children, Youth and Families' staff and other identified parties, in an amount not to exceed \$776,767, effective July 1, 2014 or date of Governor and Council approval, whichever is later, through June 30, 2015.

Funds are available in the following accounts in State Fiscal Year 2015 with the ability to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

**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
2015	066-500543	Employee Training	42106016	\$765,767
			<b>Sub-Total:</b>	\$765,767

**05-95-42-421010-29700000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, TEEN INDEPENDENT LIVING**

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500731	Contracts for Program Services	42107003	\$ 11,000
			<b>Sub-Total:</b>	\$ 11,000
			<b>Total</b>	\$776,767

## **EXPLANATION**

This request seeks to coordinate the State's efforts to provide educational and training opportunities to the Division for Children, Youth and Families' staff and other parties identified by the Division for Children, Youth and Families that are specific to working with children and families served by the Division for Children, Youth and Families.

The State of New Hampshire, Department of Health and Human Services, Division for Children, Youth and Families is mandated by State and Federal regulations (45-CFR 1356.60-Fiscal Requirements, Title IV-E) to deliver pre-service and ongoing educational and training opportunities to Division for Children, Youth and Families' (IV-E eligible) staff, caregivers, providers and stakeholders specific to children and families served by the Division. These educational and training opportunities include instruction on: the assessment and service provision of care for children in and out of home placement; family engagement strategies that strengthen families toward the use of natural resources (such as Better Together with Birth Parents and Solution Based Casework); child development related to abuse and neglect; and trauma informed practices that support children, youth, and their families.

These educational and training opportunities are held at both local and statewide training sites and assist the Division for Children, Youth and Families' (IV-E eligible) staff, caregivers, providers and stakeholders in meeting annual training requirements. All learning opportunities funded through the Division are based upon four core principles of training: accessible, needs based, outcome focused and local.

These components together form the Division's Center for Professional Excellence in Child Welfare. This partnership operates collaboratively with the Division for Children, Youth and Families, its Bureau of Organizational Learning & Quality Improvement, the Council on Organizational Learning and learning partners across the State. This supports a dynamic approach to ensure Division for Children, Youth and Families' (IV-E eligible) staff receives high quality training that is in line with the Division's Practice Model and responds to the unique and changing needs of children, youth and families served by the Division.

This contract was competitively bid. On January 23, 2014 the Department issued a Request for Proposals to solicit proposals for a training partnership that provides education and training opportunities to the Division for Children, Youth and Families' staff and other parties identified by the Division for Children, Youth and Families that are specific to working with children and families served by the Division. The request for proposals was available on the Department of Health and Human Services website from January 23, 2014 through February 11, 2014. 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' Center for Professional Excellence in Child Welfare 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. The University of New Hampshire 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.

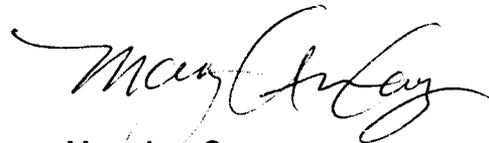
Should Governor and Council not authorize this request, the training needs and requirements of the Division for Children, Youth and Families' staff would not be met as required in the Eric L. Settlement and outcomes for children and families may be greatly compromised. This includes children being placed at greater risk due to inadequate preparation and on-going support to staff.

Area Served: Statewide.

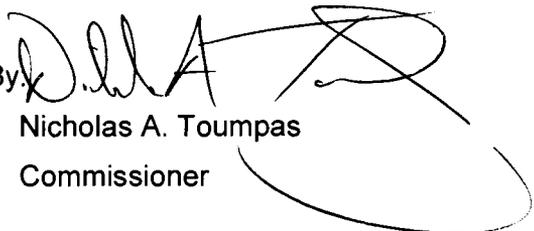
Source of Funds: 85% Federal Funds from the US Dept. of Health & Human Services  
15% General Funds

In the event that Federal Funds are no longer available, additional 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**

**Center for Professional Excellence in  
Child Welfare**

**15-DHHS-OHS-DCYF-13**

RFP Name

RFP Number

Reviewer Names

- 1. University of New Hampshire
- 2. 0
- 3. 0
- 4. 0
- 5. 0
- 6. 0
- 7. 0
- 8. 0

Bidder Name

Pass/Fail	Maximum Points	
	200	
	200	
	200	
	200	
	200	
	200	
	200	

- 1. Sherri Levesque, Administrator III
- 2. Heidi Young, Administrator I
- 3. Shannon Quinn, Training Coordinator
- 4. Dague Clark, Fiscal Administrator
- 5.
- 6.
- 7.
- 8.
- 9.

**COOPERATIVE PROJECT AGREEMENT**

between the

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

and the

**University of New Hampshire** of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Health and Human Services**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **6/30/15**. 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: Center for Professional Excellence in Child Welfare**

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

**State Project Administrator**

Name: Heidi Young, Administrator I  
Address: Div. for Children, Youth and Families  
129 Pleasant Street  
Concord NH 03301  
Phone: 603-271-7212

**Campus Project Administrator**

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

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

**State Project Director**

Name: Sherri Levesque, Administrator III  
Address: Div. for Children, Youth and Families  
129 Pleasant Street  
Concord NH 03301  
Phone: 603-271-4229

**Campus Project Director**

Name: Dr. Jerry Marx  
Address: University of New Hampshire  
Petee Hall, Room 220A  
College Road  
Durham NH 03824  
Phone: 603-862-0274

F. Total State funds in the amount of \$776,767 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 19.96 % of total costs during the term of this Project Agreement.

Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. \_\_\_\_\_ from **the Catalog of Federal Domestic Assistance, Federal Agency Department of Health and Human Services, Administration for Children and Families, Foster Care Title IV-E under CFDA# 93.658; Administration for Children and Families, Stephanie Tubbs Jones Child Welfare Services Program under CFDA# 93.645; and, Administration for Children and Families, Chafee Foster Care Independence Program under CFDA # 93.674.** 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) 17. 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:

All electronics, computers, and audio/visual equipment purchased through this contract shall be retained as property of the Division for Children, Youth and Families when this project is terminated. This includes but is not limited to: Laptop, Desktop, and handheld computers; LCD and other projectors; and Voice and video recorders and players.

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

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

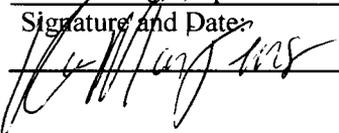
This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties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

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

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

Name: Karen M. Jensen

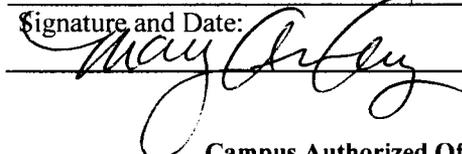
Title: Manager, Sponsored Programs Administration

Signature and Date:  4/1/14

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

Name: Mary Ann Cooney

Title: Associate Commissioner

Signature and Date:  4/20/14

Campus Authorized Official   
Date 4/1/14

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

Name: Amanda C. Godlewski

Title: Attorney

Signature and Date: Amanda C. Godlewski 4/23/14

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature and Date: \_\_\_\_\_

## EXHIBIT A

- A. Project Title:** Center for Professional Excellence in Child Welfare
- B. Project Period:** July 1, 2014 or Governor and Council approval, whichever is later through June 30, 2015. The Division reserves the right to renew the contract for up to two (2) additional years, subject to continued availability of funds, satisfactory performance of services, and approval of Governor and Executive Council.
- C. Objectives:** The Contractor will lead a training partnership that provides education and training opportunities to Division for Children, Youth and Families (DCYF) staff and other DCYF identified parties that are specific to working with children and families served by the Division. The Contractor will achieve a minimum evaluation return rate of 85%, and a minimum trainee satisfaction of 85% for each training delivered.
- D. Scope of Work:**
- D1. Services to Be Provided:
- D1.1. The Contractor will lead the operation of a cooperative education and training program in conjunction with the Division for Children, Youth and Families (DCYF) in a manner that is responsive to the needs and preferences of the served population statewide in terms of access, content and scheduling. The Contractor will ensure responsiveness in terms of access, content and scheduling by:
- D1.1.1. Updating the CPE (Center for Professional Excellence) website, which will be the portal to enable access to on-line training courses and be the foundation for information about training and professional development opportunities, course materials and library resources (continue to manage the current library in addition to the virtual library as proposed).
- D1.1.2. Assigning an Educational Program Coordinator to each district, central intake, and state office, and visit each Child Protection Services (CPS) and Juvenile Justice Services (JJS) District Office at least bi-monthly to meet with groups or individual staff as needed to assess professional development needs, provide or arrange training or consultation on training needs.
- D1.1.3. Conducting a comprehensive training and professional needs assessment throughout the system on an annual basis to improve existing programming and plan new programs.
- D1.2. The Contractor will build the program upon local, regional, and/or national best practices or evidence-based elements, being particularly inclusive of the voice of birth parents and youth.
- D1.3. The Contractor will market program opportunities to Division for Children, Youth and Families (DCYF) staff and other DCYF identified parties that are specific to working with children and families served by DCYF, using methods that enhance attendance and transfer of learning. Marketing program opportunities will include but not be limited to:

- D1.3.1. Posting opportunities the UNH CPE website, CPE on-line calendar and/or other agreed upon locations (i.e. DHHS intranet);
- D1.3.2. Listing opportunities in the NH Bridges system (the DCYF computer information system);
- D1.3.3. Providing information at the statewide Leadership Meeting; and
- D1.3.4. Sending information through training announcements directly to DCYF staff.
- D1.4. The Contractor will offer training programs in the following quantities, at frequencies that will address the needs of the populations served:
  - D1.4.1. CPSW/JPPPO Pre-Service Training - The Contractor will coordinate the Pre-Service Training series annually statewide based on Division needs, which will be conducted in two tier levels, unless otherwise authorized by the Bureau of Organizational Learning and Quality Improvement (BOLQI) Training Administrator, or designee. The Pre-Service Training series will include the following types of trainings for Child Protection and Juvenile Justice Staff:
    - D1.4.1.1. First tier level training will include foundation level knowledge and skills required of new staff based on the practice model before they can be assigned independent work.
      - D1.4.1.1.1. The contractor will coordinate four (4) offerings of first tier trainings annually unless otherwise authorized by the Bureau of Organizational Learning and Quality Improvement (BOLQI) Training Administrator, or designee.
      - D1.4.1.2. Second tier trainings will incorporate sequential knowledge of skills and/or the knowledge and skills of other practice fields and disciplines to enhance core knowledge and skills found in first tier of training.
        - D1.4.1.2.1. The contractor will coordinate two (2) offerings of second tier trainings annually unless otherwise authorized by the BOLQI Training Administrator, or designee.
      - D1.4.1.3. The Contractor will provide the attached tier training system (Exhibit A-1) in collaboration with BOLQI. The Contractor will lead ongoing evaluation of the current trainings and formats, and make changes as appropriate in consultation with the BOLQI Training Administrator, or designee.
      - D1.4.1.4. The Contractor will track and ensure completion of all pre-service training requirements for new IV-E eligible staff, in collaboration with DCYF Supervisors and Administrators, and shall work with new staff and supervisors during bi-monthly district office visits, as needed.
    - D1.4.2. Specialized Training (IV-E eligible topics) - The Contractor will provide and/or support a minimum of twelve (12) and a maximum of 50 classes annually statewide, excluding specialized training at the annual conference, based on Division needs with targeted marketing specific to each population identified in Section 1.3.
      - D1.4.2.1. Trainings will provide in-depth knowledge and skills refinement needed to work in child welfare and juvenile justice programs.
      - D1.4.2.2. A minimum of, one (1) training selected by local district office staff and central intake staff will be delivered annually to each district office community.
  - D1.4.3. Individual Training Plans - The Contractor will produce Individual Training Plans for IV-E eligible DCYF staff based upon their individual needs assessment, using the existing needs assessment tool or another agreed upon needs assessment method.
    - D1.4.3.1. The Contractor will continue to input Annual Individualized Training Plans into a database, which will be queried based on a number of criteria in order to provide the Center for Professional Excellence with an understanding of training needs throughout the year.
    - D1.4.3.2. The Contractor's Training liaisons assigned to district/intake/state office will meet directly with staff and supervisors to continually assess training needs.
  - D1.4.4. New Employee Mentoring – The Contractor will develop, coordinate and deliver four (4) New Employee Mentoring series annually statewide based on Division needs, unless otherwise authorized by the BOLQI Training Administrator, or designee.
    - D1.4.4.1. The Contractor will monitor and record completion of required mentoring tasks by new employees according to the established time frames in the mentoring documents and policy.

- D1.4.4.2. The Contractor, with approval by the BOLQI Training Administrator, or designee, will design and implement a system for training and evaluating mentors.
- D1.4.4.3. The Contractor will collaborate with BOLQI and DCYF Administration to establish criteria and implement a process for the selection and matching of mentors and mentees.
- D1.4.5. Advanced Mentoring Training – The Contractor will develop, coordinate, and deliver one (1) Advanced Mentoring series annually statewide based on Division needs, unless otherwise authorized by the BOLQI Training Administrator, or designee.
- D1.4.6. Supervisory CORE Training - The Contractor will develop, coordinate, and deliver at least one (1) Supervisory CORE Training series annually statewide based on Division needs, unless otherwise authorized by the BOLQI Training Administrator, or designee.
- D1.5. The Contractor will provide and maintain all materials, equipment, and physical space, as well as logistical and staff support for all training and education programs delivered.
- D1.5.1. The Contractor will maintain the training space in the Dolloff Building, Sununu Youth Services Center (SYSC) and other external venues used for IV-E trainings. This includes, but is not limited to:
  - D1.5.1.1. Moving tables/chairs to meet training requirements and moving them back after the training;
  - D1.5.1.2. Providing handouts;
  - D1.5.1.3. Providing attendance sheets and collecting them after the training;
  - D1.5.1.4. Providing and collecting and processing the evaluation forms;
  - D1.5.1.5. Preparing technical supplies and shutting them down;
  - D1.5.1.6. Checking in with trainers when they arrive and at the conclusion of the training;
  - D1.5.1.7. Ensuring the training room/classroom has necessary supplies;
  - D1.5.1.8. Ensuring all areas (training room/classroom, kitchen etc.) have trash or other items removed, wiping down table/desks to ensure the readiness of the area for the next training session.
  - D1.5.1.9. Maintaining, updating and tracking all technology equipment used for trainings, as well as loaning equipment to DCYF staff as needed for training purposes.
- D1.6. The Contractor will collaborate with the DCYF to design and/or update and deliver training programs and educational opportunities in accordance with State and federal requirements found in the Child and Family Services Plan and based upon agency priorities. Agency priorities include, but are not limited to, the Child and Family Services Review; Practice Model; Solution Based Casework; safety and security on the job; and adoption of evidence-based practices, (i.e. Trauma Informed approaches). The Contractor will:
  - D1.6.1. Have primary responsibility for executing deliverables associated with design/delivery/updates.
  - D1.6.2. Work with DCYF staff for the refinement of current curricula which includes but is not limited to:
    - D1.6.2.1. Reviewing the current training components to assess the extent to which they are competency-based, include learning assessment components, are based on best practices research, and offer appropriate levels of hands-on and mentor-supported experiences. This evaluation of current curricula will also be based upon needs assessment of Division staff and input from contractor faculty and departments and national experts and research centers.
    - D1.6.2.2. Identifying the best delivery format for the curricula and make appropriate revisions (traditional, distance learning or blended approaches) with particular emphasis on revisions to support quality distance learning approaches where possible.
    - D1.6.2.3. Prioritizing curriculum updates in order to ensure that existing curricula are reflective of current practice.
      - D1.6.2.3.1. Curriculum updates include, but are not limited to edits to training materials, handouts, PowerPoint presentations, on-line modules and trainer guides/materials to ensure an easy-to-use adult learner format.
    - D1.6.2.4. Ensuring electronic and hardcopy availability of curriculums, including a course description and competencies/learning objectives, trainer guide, PowerPoint presentations if used, handouts and materials needed, sufficient to allow delivery by a new trainer.

- D1.6.2.5. The Contractor shall create curriculum in instances where no formalized curriculum exists for an existing training to include the items referenced above.
- D1.6.3. The Contractor will incorporate the four core principles in all aspects of the training program, as listed below.
- D1.6.3.1. Accessible: Community-based, technology supported and/or distance learning
- D1.6.3.2. Local: Caregiver, family, youth, staff and community stakeholder involvement
- D1.6.3.3. Needs based: Multi-level needs assessment (Individual, Community and System)
- D1.6.3.4. Outcomes focused: Safety, Permanency and Well-Being
- D1.7. The Contractor will maintain a sufficient pool (at least 50% DCYF staff) of qualified trainers to deliver the above training programs, to include DCYF staff and other parties with specific knowledge or experience in working with children and families served by DCYF, as well as birth parents and youth. The Contractor will be responsible for:
- D1.7.1. Ensuring that all trainers are competent professionals with:
- D1.7.1.1. Knowledge and experience in child welfare and/or related areas;
- D1.7.1.2. Knowledge of DCYF practices in either or both child protection and juvenile services;
- D1.7.1.3. Knowledge of training requirements;
- D1.7.1.4. Ability to provide training that aligns with DCYF's Practice Model;
- D1.7.1.5. Knowledge of DCYF audience needs;
- D1.7.1.6. Knowledge of DCYF's current practices;
- D1.7.1.7. Knowledge of theory and principles of adult education; and
- D1.7.1.8. Experience in the education and training of adult learners.
- D1.7.2. Providing support and development of trainers, which includes but is not limited to:
- D1.7.2.1. Providing training materials, technical support and mentoring and coordinate support services for new trainers;
- D1.7.2.2. Working with new trainer's supervisors or field administrators to ensure they can attend training development courses to prepare them to address the need of their audience;
- D1.7.2.3. Coordinating meeting with former or existing trainers as needed to support new trainer(s); and
- D1.7.3. Providing information and resources on topics that include, but are not limited to, Solution-Based Casework, Restorative Justice, Solution-Based Family Meetings, the Practice Model and other DCYF cornerstones to ensure trainers outside of DCYF have information that is relevant for workers to enhance the outcomes of worker and families in the child welfare and juvenile justice system.
- D1.7.4. Providing a training and professional development opportunity annually for trainers in the form of "Trainer Appreciation Day".
- D1.8. The Contractor will function as one component of a larger, integrated training system within DCYF that includes several other programs and contractors, and supports continuous quality improvement of Division practice. Which includes, but is not limited to, the following:
- D1.8.1. Participating as part of the DCYF's Training Unit located at the Dolloff Building;
- D1.8.2. Attending all workgroup meetings regarding DCYF training needs, when requested by DCYF and pre-arranged with the CPE director;
- D1.8.3. Monitoring Division plans for practice changes, particularly as defined in the Child & Family Services Plan and the Practice Model, through attendance at the above workgroups, district and state office visits and improvement plans, statewide Leadership Meetings, and meetings with BOLQI, and plan revisions or additions to the training offerings for new and existing staff to support these changes;
- D1.8.4. Playing a leadership role within the agency Council on Organizational Learning (CoOL), including Co-facilitate subcommittees;
- D1.8.5. Integrating with and providing overall support for the Division's training unit, including but not limited to:
- D1.8.5.1. Providing reception and administrative support at the Dolloff Building and Sununu Youth Services Center for any training related to CPE; and

- D1.8.5.2. Updating desktop and laptop computers.
- D1.8.6. Participating as a reviewer in a minimum of two (2) Case Practice Reviews per year.
- D1.8.7. Participating in the initial development of all district office Practice Improvement Initiatives and providing for any training needs identified in these plans.
- D1.8.8. Collaborating with DCYF public relations activities, which includes, but is not limited to:
  - D1.8.8.1. Co-facilitating with the Division the DCYF Speakers' Bureau;
  - D1.8.8.2. Assisting with gathering news articles as requested for the New England Child Welfare newsletter (Common Ground);
  - D1.8.8.3. Publishing and distribution of the DCYF training schedule, to include CPE and non-CPE sponsored events as known, announcements, conference materials and training reports.
- D1.9. The Contractor will be responsible for event planning and coordination which includes, but is not limited to:
  - D1.9.1. Coordinating the annual DCYF Conference in partnership with DCYF. This will include but is not limited to:
    - D1.9.1.1. Planning, organizing, and pay for all costs related to the Conference, except staff travel expenses
    - D1.9.1.2. Coordinating and paying for the venue;
    - D1.9.1.3. Ensuring hotel rooms available to staff for overnight stays at best negotiated rate;
    - D1.9.1.4. Selecting and paying for food;
    - D1.9.1.5. Selecting and coordinating all workshops and trainers in collaboration with DCYF;
    - D1.9.1.6. Publicizing and marketing the conference, including creating and paying for brochures and other related materials;
    - D1.9.1.7. Tracking participant registration; and
    - D1.9.1.8. Conducting Conference evaluation.
  - D1.9.2. Managing the Youth Action Pool (YAP):
    - D1.9.2.1. Recruiting and maintaining a group of ten (10) or more NH youth currently or previously involved with the DCYF, including involvement with child protection or juvenile justice;
    - D1.9.2.2. Enhancing youth and family voice and engagement by using members to:
      - D1.9.2.2.1. Serve as panelists as subject matter experts;
      - D1.9.2.2.2. Serve as presenters, trainers, facilitators;
      - D1.9.2.2.3. Serve as consultants with staff; and
      - D1.9.2.2.4. Facilitate meetings with other youth.
    - D1.9.2.3. Providing coaching, support and training as needed to prepare YAP members.
    - D1.9.2.4. Maintaining monthly contact with all members via in person, phone call or email;
    - D1.9.2.5. Attending quarterly DCYF youth advisory board meetings to promote the YAP and conduct YAP meetings;
    - D1.9.2.6. CPE will work with youth in the YAP and the DCYF Adolescent Program Specialist to determine appropriate ways to promote the YAP's activities;
    - D1.9.2.7. Establishing and/or maintain a mechanism for organizations to complete the YAP activity request form on-line;
    - D1.9.2.8. Arranging for the YAP member with appropriate training, experience and interest to perform specific activities as requested, providing support, encouragement and coaching as necessary;
    - D1.9.2.9. Creating and/or maintaining an evaluation form to be completed by organizations following YAP activities;
    - D1.9.2.10. Checking in with the YAP member within seventy-two (72) hours of an activity to find out how the activity went and review the evaluations with them to provide feedback as necessary;
    - D1.9.2.11. Providing Strategic Sharing training twice a year to support YAP members;
    - D1.9.2.12. Facilitating YAP member participation in Granite State College Delivering Effective Training course, as needed;

- D1.9.2.13. Meeting quarterly with the Adolescent Program Specialist and provide a summary of YAP requests, events participated in and evaluation results;
- D1.9.2.14. Providing regular YAP update at DCYF leadership meetings and in the Connector newsletter that is sent out quarterly; and
- D1.9.2.15. Promoting the YAP by having a table at both the annual DCYF Conference and the DCYF Teen Conference.
- D1.9.3. Coordinating the annual Teen Conference in partnership with DCYF and the NH Youth Advisory Board (YAB) and YAP. This will include, but is not limited to:
  - D1.9.3.1. Planning, organizing, and paying for all costs related to the Conference;
  - D1.9.3.2. Coordinating and pay for the venue; a college campus is preferred;
  - D1.9.3.3. Selecting and paying for food;
  - D1.9.3.4. Providing participating youth with a conference memento (examples include a t-shirt, backpack, daily planner, etc.) and other materials relative to their conference experience;
  - D1.9.3.5. Selecting and coordinating all workshops and trainers in collaboration with DCYF;
  - D1.9.3.6. Advertising and marketing for the conference, including development and payment for brochures and other materials;
  - D1.9.3.7. Soliciting donations;
  - D1.9.3.8. Tracking participant registration; and
  - D1.9.3.9. Conducting conference evaluation.
- D1.10. The Contractor will collect training program data including, but not limited to location; number and demographic information regarding attendees; individual training records for DCYF staff; trainers and fees associated; courses offered; training attendance costs for both in-state and out-of-state training; training evaluations; and curriculum archiving. The Contractor will ensure the following:
  - D1.10.1. Data maintenance in the Division's Statewide Automated Child Welfare Information System (SACWIS), NH Bridges, to enhance system integration. The Contractor is responsible for:
    - D1.10.1.1. Creation and maintenance of a database to track those elements not compatible with NH Bridges. Curriculum will be saved to the Division's designated network drives organized by date for archiving purposes; and
    - D1.10.1.2. Support to the Division's ongoing training needs by coordinating and providing funding for DCYF IV-E eligible staff's registration to attend on-going training outside of the agency annually, The Contractor is responsible for tracking all training registrations for DCYF staff inclusive of all travel and registration costs.
  - D1.11. The Contractor will reimburse Division for Children, Youth and Families (DCYF) staff for all approved out-of-state travel related expenses for training including mileage, tolls, meals, hotel, and related costs in accordance with the collective bargaining agreement in effect at the time of the contract, as budgeted funds allow.
    - D1.11.1. The Contractor will notify DCYF staff if specific documentation is needed for reimbursement.
  - D1.12. The Contractor will fund scholarship(s) in the amount of \$4,000 to DCYF staff that wish to continue their education in a graduate program.
    - D1.12.1. The Contractor will collaborate with DCYF to determine an appropriate recipient(s) of the scholarship(s) in Section 1.12.
- D2. Staffing Requirements
  - D2.1. The Contractor will provide one (1) program director, four (4) educational program coordinators, one (1) quality assurance specialist and one (1) program support assistant to support this contract.
  - D2.2. In addition to the core staff outlined Section 2.1; the Contractor will utilize other University faculty and programs as described in its proposal, as needed, to achieve the contract deliverables.
  - D2.3. The Contractor will ensure that vacancies in any of the minimum staffing identified in Section 2.1 are filled as quickly as possible by a candidate that meets the requirement in the UNH supplemental job description or that meets the approval of the DCYF Training Administrator. The Campus shall

consult with the DCYF Training Administrator before hiring any individuals who have been previously employed by or contracted with the Division. The Contractor shall ensure that the vacant position's responsibilities are assumed by the Contractor's other staff and that services to the Division are not negatively impacted during this time.

**D3. Confidentiality and Security**

- D3.1. The Contractor will comply with the confidentiality provisions of RSA 170-G: 8-a. All information regarding the Division's clients, client families, foster families, and other involved individuals that the Contractor may learn about is strictly confidential and shall not be discussed with anyone except the Division's personnel in the performance of contracted services.
- D3.2. The Contractor will maintain and secure all training materials in a confidential area. This includes, but is not limited to, any and all case scenarios; photographs; case information; training data; and training records of attendees made available through this contract. This information will be stored on the Division's designated network drives electronically and organized by date for archiving purposes.

**D4. Ownership**

- D4.1. All research undertaken, produced or developed pursuant to this agreement shall be the sole and exclusive property of UNH. All curriculum, training records and training materials (electronic and hard copy) created under the scope of this agreement for the purposes of services provided through the Center for Professional Excellence shall be co-owned by the State of NH DCYF and the Campus. Neither party may use the curriculum, training record and training materials (electronic or hard copy) for commercial gain.
- D4.2. All electronics, computers, and audio/visual equipment purchased through this contract shall be accessible to the Campus to coordinate CPE services and retained as property of the Division for Children, Youth and Families when this project is terminated.
  - D4.2.1. UNH/CPE will maintain the supply inventory and provide a copy to the BOLQI Training Administrator on a quarterly basis which includes, but is not limited to:
    - D4.2.1.1. Laptop, Desktop, and handheld computers;
    - D4.2.2. LCD and other projectors; and
    - D4.2.3. Voice and video recorders and players.

**E. Deliverables Schedule:**

**E1. Reporting Requirements**

- E1.1. The Contractor will provide a weekly written report of activities to the DCYF, BOLQI Training Administrator, or designee, including the major contract activities for the week that are related to accomplishments of the contract goals and performance measures.
- E1.2. The Contractor will complete and submit quarterly reports that provide registration and attendance data for each training program, any training needs assessments, and all IV-E office visits and evaluation results for that quarter. The reports will be due within thirty (30) days of the conclusion of each quarter and must be given to the BOLQI Training Administrator, or designee. Note: There are four (4) quarters within each SFY.
- E1.3. The Contractor will complete and submit an end-of-year report within sixty (60) days of the end of the State Fiscal Year (SFY) which provides, at minimum:
  - E1.3.1. Complete program overview;
  - E1.3.2. Accomplishments towards program goals and performance measures;
  - E1.3.3. Training registration and attendance during the report year;
  - E1.3.4. Training needs assessment gathered during the report year;
  - E1.3.5. Training evaluation results; and
  - E1.3.6. Program cost effectiveness (including costs per attendee and/or course).
- E1.4. Twenty (20) copies of the report described in Section E3 will be submitted to the DCYF BOLQI Training administrator, or designee for distribution.

**E2. Requirements of Delivery of Services**

- E2.1. The Contractor will develop and maintain an evaluation system/structure using best practice training evaluation methodologies, including Kirkpatrick's Four Levels of Evaluation. The evaluation system must ensure training delivery that is aligned with DCYF mission, the New Hampshire Practice Model and must be approved by the DCYF BOLQI Training Administrator, or designee. At minimum, all training shall be evaluated for content; instructor knowledge and ability; and transfer of knowledge to trainee participants.
- E2.1.1. The Contractor will achieve a minimum evaluation return rate of 85%, and a minimum trainee satisfaction rating of 85% for each of the trainings delivered.
- E2.1.2. The Contractor will submit a plan for improvement for if either rate described in Section C 1.1.1 fall below 85%. The plan for improvement must be included in the quarterly and annual reports described in Section 3.
- E2.1.3. The Contractor shall monitor a minimum of twelve (12) trainings for content, presentation and transfer of learning on a schedule that ensures monitoring of new curriculums and new trainers, as well as curriculums being considered for revisions or updates. Monitoring reports shall be included in quarterly reports described in Section 3 of the Scope of Services.

**F. Budget and Invoicing Instructions:**

The Contractor will submit invoices to the State on regular Campus invoice forms, no more frequently than monthly and no less frequently than quarterly. Invoices will be based on actual project expenses incurred during the invoicing period in accordance with the budget provided in Exhibit B-1, and will show current and cumulative expenses by major cost categories. The Campus will invoice the State separately by State Fiscal Year.

Invoices shall be sent to:

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

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

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

## EXHIBIT B

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

Special Federal provisions are listed here:  None or **C DFA # 93.658 and C DFA # 93.645.**

### Exhibit A-1 Tiered Training System

Training Type		Child Protection Services	Juvenile Justice Services
Merged Trainings for Tier One (First Three Months of Employment)		<ul style="list-style-type: none"> <li>• Solution-Based Approach to Child Protective and Juvenile Justice Services</li> <li>• Engaging Families in Solution-Based Child Protective and Juvenile Justice Services</li> <li>• Report Writing</li> <li>• Assessment in Solution-Based Child Protection and Juvenile Justice Services</li> <li>• Computer Skills</li> <li>• Solution-Based Casework (Integrated into existing Core Module II)</li> </ul>	
	Individual Audience Training for Tier One (First Three)	<ul style="list-style-type: none"> <li>• Staying Safe in Home and Office Visits</li> </ul>	<ul style="list-style-type: none"> <li>• Officer Safety</li> </ul>
		<ul style="list-style-type: none"> <li>• Legal Aspects of Family-Centered Child Protection Services</li> </ul>	<ul style="list-style-type: none"> <li>• Defense Tactics</li> <li>• Introduction to Pre-Dispositions</li> </ul>
			<ul style="list-style-type: none"> <li>• Community Based Supervision</li> </ul>

Training Type		Child Protection Services	Juvenile Justice Services
Individual Audience Training for Tier Two (First Six Months of Employment)		<ul style="list-style-type: none"> <li>• Investigations in Solution-Based Child Protective Services</li> </ul>	<ul style="list-style-type: none"> <li>• Legal Aspects of Juvenile Justice</li> </ul>
		<ul style="list-style-type: none"> <li>• Case-planning in Solution-Based Child Protective Services</li> </ul>	<ul style="list-style-type: none"> <li>• ICJ</li> </ul>
		<ul style="list-style-type: none"> <li>• Effects of Abuse and Neglect</li> </ul>	<ul style="list-style-type: none"> <li>• Adolescent Mental health</li> </ul>
		<ul style="list-style-type: none"> <li>• Separation, Placement and Reunification in</li> </ul>	<ul style="list-style-type: none"> <li>• Gang Knowledge</li> </ul>

Exhibit A-1 Tiered Training System

	Solution-Based Child Protective Services	
	<ul style="list-style-type: none"> <li>Working with Families Coping with Mental Health Issues</li> </ul>	<ul style="list-style-type: none"> <li>Domestic Violence and Juvenile Justice</li> </ul>
	<ul style="list-style-type: none"> <li>A Trauma-Informed Approach to Assessing the Mental Health Needs of Families</li> </ul>	<ul style="list-style-type: none"> <li>Cognitive Self Change</li> </ul>
	<ul style="list-style-type: none"> <li>Adolescent Toolbox</li> </ul>	<ul style="list-style-type: none"> <li>Suicide Prevention</li> </ul>
	<ul style="list-style-type: none"> <li>Initial Training on Addiction</li> </ul>	<ul style="list-style-type: none"> <li>Partnerships with Parents for Permanency</li> </ul>
	<ul style="list-style-type: none"> <li>Cultural Competency</li> </ul>	<ul style="list-style-type: none"> <li>Select Populations</li> </ul>
	<ul style="list-style-type: none"> <li>Special Education in Child Welfare</li> </ul>	<ul style="list-style-type: none"> <li>Adolescent Development I &amp; II</li> </ul>
	<ul style="list-style-type: none"> <li>Art of Mentoring I &amp; II</li> </ul>	<ul style="list-style-type: none"> <li>JDAI</li> </ul>
	<ul style="list-style-type: none"> <li>DCYF Orientation: Our Practice Model</li> </ul>	<ul style="list-style-type: none"> <li>Substance Abuse and Juvenile Justice</li> </ul>
	<ul style="list-style-type: none"> <li>ICPC</li> </ul>	<ul style="list-style-type: none"> <li>Blood Borne Pathogens</li> </ul>
	<ul style="list-style-type: none"> <li>Central Registry</li> </ul>	<ul style="list-style-type: none"> <li>Psychotropic Drugs</li> </ul>
	<ul style="list-style-type: none"> <li>Prevention of Disease Transmission</li> </ul>	<ul style="list-style-type: none"> <li>Reporting Laws</li> </ul>
	<ul style="list-style-type: none"> <li>Impact of Domestic Violence</li> </ul>	<ul style="list-style-type: none"> <li>Searches</li> </ul>

7.23.3

Budget Form- Appendix C

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD						
Bidder/Program Name: <u>University of New Hampshire</u>						
Budget Request for: <u>Center for Professional Excellence in Child Welfare</u> <small>(Name of RFP)</small>						
Budget Period:						
Line Item	Direct Incremental	Indirect Fixed	Total	Matched Funding	Allocation Method for Indirect/Fixed Cost	
1. Total Salary/Wages	\$335096	\$ -	\$ -	\$70550	-	
2. Employee Benefits	\$147416	\$ -	\$ -	\$31395	-	
3. Consultants	\$ -	\$ -	\$ -	\$ -	-	
4. Equipment:	\$ -	\$ -	\$ -	\$ -	-	
Rental	\$4800	\$ -	\$ -	\$ -	-	
Repair and Maintenance	\$1000	\$ -	\$ -	\$ -	-	
Purchase/Depreciation	\$2000	\$ -	\$ -	\$ -	-	
5. Supplies:	\$ -	\$ -	\$ -	\$ -	-	
Educational	\$4200	\$ -	\$ -	\$ -	-	
Lab	\$ -	\$ -	\$ -	\$ -	-	
Pharmacy	\$ -	\$ -	\$ -	\$ -	-	
Medical	\$ -	\$ -	\$ -	\$ -	-	
Office	\$3500	\$ -	\$ -	\$ -	-	
6. Travel	\$17500	\$ -	\$ -	\$ -	-	
7. Occupancy	\$1800	\$ -	\$ -	\$ -	-	
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	-	
Telephone	\$ -	\$ -	\$ -	\$ -	-	
Postage	\$100	\$ -	\$ -	\$ -	-	
Subscriptions	\$ -	\$ -	\$ -	\$ -	-	
Audit and Legal	\$ -	\$ -	\$ -	\$ -	-	
Insurance	\$ -	\$ -	\$ -	\$ -	-	
Board Expenses	\$ -	\$ -	\$ -	\$ -	-	
Software	\$ -	\$ -	\$ -	\$ -	-	
Marketing/Communications	\$10000	\$ -	\$ -	\$ -	-	
Staff Education and Training	\$7200	\$ -	\$ -	\$17500	-	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	-	
13. Other (specific details mandatory) Income	\$ -	\$ -	\$ -	\$11000	-	
Food for training events	\$1500	\$ -	\$ -	\$ -	-	
Facilities & Administration	\$ -	\$170655	\$ -	\$40280	-	
In-kind donations	\$ -	\$ -	\$ -	\$23000	-	
<b>TOTAL</b>	<b>\$808112-</b>	<b>\$170655</b>	<b>\$ -</b>	<b>\$970462</b>	<b>\$183725</b>	

Indirect As A Percent of Direct

*Master Agreement*



DONALD S. HILL  
Commissioner  
(603) 271-3301

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

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 15 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.

**1. COOPERATIVE PROJECT AGREEMENT**

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

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

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

## 2. PROJECT ADMINISTRATORS

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

## 3. PROJECT DIRECTORS

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

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

## 4. INDEPENDENT CAPACITY

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

## 5. CHANGES

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

## 6. NON-APPROPRIATION OF FUNDS

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

## 7. PROJECT COSTS

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

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

## 8. COST SHARING

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

## 9. INVOICES AND PAYMENTS

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

## 10. FISCAL RECORDS AND AUDIT

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

## 11. SUBCONTRACTS

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

## 12. SUBLETTING, ASSIGNMENT OR TRANSFER

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

## 13. EQUAL EMPLOYMENT OPPORTUNITY

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

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

## 14. TERMINATION

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

## 15. LIABILITY

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

## 16. ADDITIONAL PROVISIONS AND ORDER OF PRECEDENCE

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

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

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

## 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.

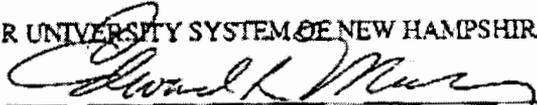
F. OTHER

- Names of University System Board of Trustees

21. APPROVALS AND AMENDMENTS

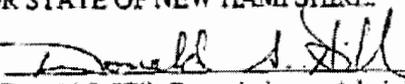
This Master Agreement is hereby approved and effective as of the date of the last signature below by an authorized representative of the University System of New Hampshire, State of New Hampshire, and Governor and Executive Council. Any amendments to this Master Agreement must be approved in writing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

FOR UNIVERSITY SYSTEM OF NEW HAMPSHIRE:

By   
Edward R. MacKay, Vice Chancellor and Treasurer

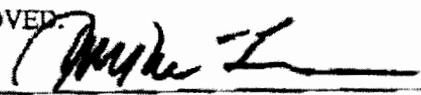
9/16/02  
Date

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.]*