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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF COMMUNITY BASED CARE SERVICES

MTJ  
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BUREAU OF DEVELOPMENTAL SERVICES

Nicholas A. Toumpas  
Commissioner

Diane Langley,  
Director  
Sheri Rockburn,  
Director

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May 1, 2014

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

SOLE SOURCE

Requested Action

100% General funds

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Developmental Services to enter into a **sole source** agreement with the Institute on Disability, University of New Hampshire, Durham, New Hampshire 03824, vendor code 177867-B046, in the amount of \$190,231, effective for the period July 1, 2014, or the date of Governor and Executive Council approval, whichever is later through June 30, 2015, to develop and implement research and demonstration projects promoting best practice in community services for people with developmental disabilities, and to provide trainings for staff, individuals and families. Funds are available in State Fiscal Year 2015, upon the availability and continued appropriation of funds in the operating budget.

**05-95-93-930010-5947 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV-DIV OF, DIV OF DEVELOPMENTAL SVCS., PROGRAM SUPPORT**

<u>Fiscal Year</u>	<u>Class/Object</u>	<u>Class Title</u>	<u>Amount</u>
SFY 2015	102-500731	Contracts for program services	\$190,231

Explanation

The Institute on Disability at the University of New Hampshire is being selected without formal requests for proposals because it is a New Hampshire State-supported University and was established and supported with the cooperation and participation of the University, the Department of Health and Human Services, the Department of Education, and the Developmental Disabilities Council in the Fall of 1987. As such, it has demonstrated its capabilities and experience and has available resources unique to the requested activities.

The New Hampshire Bureau of Developmental Services seeks to continue a contractual relationship with the Institute on Disability. The activities of the Institute will continue to focus primarily on the implementation of University Center for Excellence activities, which include collaboration with a number of State and private agencies in the development of research, and demonstration projects, which have shown to greatly benefit and support the State and local agencies that have responsibility for serving people with disabilities in New Hampshire.

The Institute, a nonprofit corporation that serves a number of State and private agencies throughout the State, will continue in the provision of consultation, education, and training, utilizing applied research to improve the knowledge, policies, and practices in both State and local agencies serving people with developmental disabilities. In conjunction with other activities of the Institute, assigned staff will provide a program of in-service training for program managers, educators, and other direct service personnel engaged in services to people with developmental disabilities.

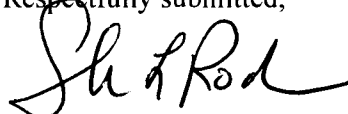
Should the Governor and Executive Council determine not to approve this request the following negative outcomes will result: a) the essential clinical training, assessments, and consultations regarding those individuals who have psychiatric and behavioral issues will not take place leading to poor service outcomes, crises, and more costly services; b) outcome measurements regarding the In-Home Support Waiver will not be developed undermining the Bureau's capacity to evaluate the effectiveness of the Waiver program; c) Person-centered training opportunities that have been offered to individuals, family members, and professionals will be discontinued resulting in ineffective service planning for individuals; and d) training workshops offered to professionals regarding transition from school to adult life and inclusive education best practices will no longer be available.

Source of funds: 100% general funds.

Area served: statewide.

Your approval of this request would be greatly appreciated.

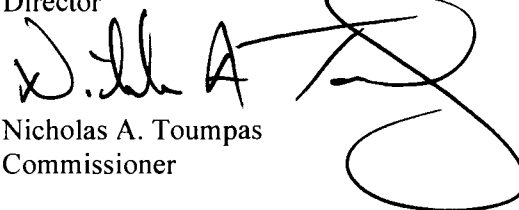
Respectfully submitted,



Sheri L. Rockburn

Director

Approved by:



Nicholas A. Toumpas

Commissioner

**COOPERATIVE PROJECT AGREEMENT**

between the

STATE OF NEW HAMPSHIRE, **Department of Health and Human Services, Division of Community Based Care Services, Bureau of Developmental 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, Division of Community Based Care Services, Bureau of Developmental 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: **2015 Institute on Disability CORE Program Support**

- 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: Lorene Reagan  
 Address: NH DHHS-DCBCS  
 Bureau of Developmental Services  
 105 Pleasant Street, Main Building  
 Concord, NH 03301  
 Phone: 603-271-5026

**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: Lorene Reagan  
 Address: NH DHHS-DCBCS  
 Bureau of Developmental Services  
 105 Pleasant Street, Main Building  
 Concord, NH 03301  
 Phone: 603-271-5026

**Campus Project Director**

Name: Charles Drum  
 Address: UNH Institute on Disability  
 10 West Edge Drive, Suite 101  
 Durham, NH 03824  
 Phone: 603-862-4320

Campus Authorized Official   
 Date 6/24/14

F. Total State funds in the amount of \$190,231 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 \_\_\_\_\_ % 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 \_\_\_\_\_ 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. Check if applicable

Article(s) #7, second paragraph 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:

If necessary to accomplish the objectives of a Project Agreement, University System may reallocate up to 15% 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 15% of the cumulative cost of a Project Agreement shall require State approval.

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, Division of Community Based Care Services, Bureau of Developmental 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: [Signature] 4/24/14

**By An Authorized Official of: the New  
Hampshire Office of the Attorney General**  
Name: Amanda C. Godlewski  
Title: Attorney  
Signature and Date: [Signature] 5/20/14

**By An Authorized Official of:  
NH DHHS, Division of Community Based  
Care Services**

Name: Sheri L. Rockburn  
Title: Director  
Signature and Date: [Signature] 5/14/14

**By An Authorized Official of: the New  
Hampshire Governor & Executive Council**  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature and Date: \_\_\_\_\_

## EXHIBIT A

**A. Project Title:** 2015 Institute on Disability CORE Program Support

**B. Project Period:** Governor and Executive Council approval through June 30, 2015

**C. Objectives:** .

1. The management and facilitation of a Statewide Advisory Group to the Institute on Disability that is currently focused on adult service, direct service, personnel, and a capability and technical assistance network.
2. The development of a core curriculum at the University of New Hampshire that addresses interdisciplinary training and exemplary intervention strategies for children and adults with disabilities.
3. The dissemination of information regarding Institute activities to local and national groups and other states.
4. In conjunction with other activities of the Institute, assigned staff will provide a program of in-service training for program managers, educators, and other direct service personnel engaged in services to people with developmental disabilities and the New Hampshire Leadership series.
5. The provision of ongoing technical assistance to in-state parent organizations, the technical college system, and area agency system.
6. The development of grant proposals to increase the financial and human resources available in New Hampshire to improve the lives of children and adults with disabilities.

**D. Scope of Work:** Scope of Work: The Institute on Disability at the University of New Hampshire agrees to complete the following activities in order to fulfill the Memorandum of Understanding for CORE funding from the State of New Hampshire Department of Health and Human Services, Bureau of Developmental Services.

- 1) Through the New Hampshire Leadership Series we will support leadership training for up to 35 parents, family members, individuals with disabilities, and Maternal Child Health Leadership Education in Neurodevelopmental & Related Disabilities (MCH LEND) trainees on topics related to the history of the disability services, best practices in education, employment, family support, and community living, community organizing and policy change. This training will be comprised of seven two-day sessions and include fieldwork assignments to strengthen best practices and policy throughout New Hampshire.

Outcome: 35 new leaders will effectively and positively promote changes related to best practices in education, employment, family support, and community living and persons with disabilities.

- 2) Develop and submit a minimum of three grant proposals related to priorities recommended by the Department of Health and Human Services, Bureau of Developmental Services, Department of Education, Developmental Disabilities Council, Disability Rights Center and UNH/College of Health and Human Services. Topics may include but are not limited to: health disparities for persons with disabilities, employment statistics, drop-out prevention, transition from school to employment, augmentative alternative communication (AAC), and alternative assessment.

Outcome: New financial and human resources will be available in New Hampshire to support research, education, professional development, technical assistance, and policy change in the identified areas.

- 3) Conduct a minimum of 15 training seminars/workshops, based on past evaluations and recommendations, that address topics related to identified needs in the system of services for individuals with developmental disabilities and their families, service coordinators, service providers, direct support professionals and others. Topics may include person centered planning, self-determination, cross-systems development, and integrated/inclusive services and supports.

Outcome: At least 400 individuals, family members, providers and others will participate in training seminars/workshops in focused topic areas to improve access to community-based services for children and adults with developmental disabilities. The average level of satisfaction for these events will be 3 in a scale of 1 (not satisfied) to 4 (very satisfied).

- 4) Disseminate key state, regional and national research outcomes and policy analyses through the RAP Sheet, IOD's Vision and Voice newsletter, research briefs, and other reports and publications. Topics may include: secondary transition and high school dropout prevention, NH Leadership Series outcomes, post-secondary education, employment, Response to Intervention (RTI), Person Centered Planning, and other key issues.

Outcome: A variety of publications will be used for the purpose of disseminating state, regional and national research, policy analysis and IOD activities and outcomes to state agencies, non-profit organizations, funders, university personnel, and community members.

- 5) Participate on Commissions created by the NH legislature and related subcommittees. These may include: Mental Health, Autism, Special Education, Long Term Care, Workforce and Quality Assurance work groups related to the Waiting List, Quality Council and Transportation. Responsibilities include participation in and/or coordinating the Commission and work groups, providing relevant research, policy and systems change materials, and input into final reports to the Legislature.

Outcome: UNH/IOD staff provides input into a variety of Governor appointed commission committee activities and reports.

- 6) Inform the general public on a wide variety of issues affecting people with disabilities through on-going and active communication via the IOD website, press releases, and other media.

Outcome: General public will be informed of issues affecting people with disabilities in their communities.

- E. Deliverables Schedule:** The Campus Project Director agrees to submit to the Bureau of Developmental Services copies of the following:

Summary reports on UCE activities;  
Semi-annual project report summaries; and  
Semi-annual listing of current grants and projects.

- F. Budget and Invoicing Instructions:** Campus will submit invoices to the State on regular Campus invoice forms by September 30, December 31, March 31, and June 30. Invoices will be based on actual

project expenses incurred during the invoicing period, and shall show current and cumulative expenses by major cost categories. State will pay Campus within 30 days of receipt of each invoice. Campus will submit its final invoice no later than 75 days after the Project Period end date. The Campus also agrees that payment for the final period of the program shall not be made until and unless the Campus completes all activities and delivers all products outlined in Exhibit A.

Budget Items	State Funding	Cost Sharing (if required)	Total
1. Salaries & Wages	106,374	0	106,374
2. Employee Fringe Benefits	40,954	0	40,954
3. Travel	500	0	500
4. Supplies and Services	22,021	0	22,021
5. Equipment	0	0	0
6. Facilities & Admin Costs	20,382	0	20,382
Subtotals	190,231	0	190,231
<b>Total Project Costs:</b>	<b>190,231</b>		

**PERSONNEL**

\$106,374

Susan Fox, Associate Director (.25 FTE). Ms. Fox will be responsible for the programmatic and financial management of this contract and coordination with the IOD Executive Committee. This application is requesting \$32,188 in support of Ms. Fox’s salary.

Matthew Gianino, Director of Communications and Technology (.20 FTE). Mr. Gianino will be responsible for developing, budgeting, managing, and implementing all aspects of marketing and communications programs in support of IOD programs. This includes coordinating local, state, and national outreach with media outlets and organizations. This application is requesting \$15,120 in support of Mr. Gianino’s salary.

Mary Schuh, PhD, Director of Consumer Affairs and Development (.10 FTE). Dr. Schuh will be responsible for participating in the development and delivery of trainings and workshops as outlined in the narrative. She will also participate in the NH Council on Autism Spectrum Disorders and related subcommittees. This application is requesting \$9,303 in support of Dr. Schuh's salary.

Brittney DeVincenzo, Program Support. (.40 FTE). Ms. DeVincenzo will handle correspondence with project staff, maintain data, coordinate bulk mailings, and facilitate the coordination of meetings for technical assistance, consultation and core area strategic team activities in the Concord office. This application requests \$10,643 in support of Ms. DeVincenzo’s salary.

Kate Filanoski, Program Support. (.30 FTE). Ms. Filanoski will handle correspondence with project staff, maintain data, coordinate bulk mailings, and facilitate the coordination of meetings for technical assistance, consultation and core area strategic team activities in the Durham office. This application requests \$9,891 in support of Ms. Filanoski’s salary.

Cat Jones, Conference Coordinator (.300 FTE). Ms. Jones will manage online registrations, assist with the creation of marketing materials, and coordinate logistics for IOD conferences, trainings, and events. Ms. Jones will coordinate the logistics for all staff training related to the implementation of this contract. This application is requesting \$12,944 in support of this position.

Jennifer Squires, Program Support Assistant for Director. (.05FTE) This position will assist the Director in the day to day activities of IOD management. Tasks will include managing meetings and



teleconferences with projects staff and state/national partners, managing correspondence and preparing project materials for dissemination. This application is requesting \$2,419 in support of this position.

Mary Straight, Program Support Assistant (.05 FTE). Ms. Straight will assist project staff in the day to day operation of this project in the Concord office. Tasks include correspondence with project staff, preparing project training materials for distribution, tracking technical assistance/consultation invoices, coordinating training conference details such as travel arrangements, dissemination packets, etc. This application is requesting \$2,183 in support of Ms. Straight's salary.

Casey Eyring, Information Technology Specialist (.05 FTE). Mr. Eyring is responsible for overseeing all technology acquisition, training, database oversight, and server and network management including the day-to-day systems administration. This application is requesting \$2,532 to support Mr. Eyring's position.

Anna Brennan-Curry, Marketing and Communications Assistant (.05 FTE). Ms. Brennan-Curry will be responsible for assisting in the development and coordination of all IOD communication and marketing materials in support of the activities related to the core functions. This application is requesting \$2,175 in support of Ms. Brennan-Curry's salary.

Art Frick, Web Development (.05 FTE). Mr. Frick is responsible for providing overall support and coordination of all information technology (IT) and website needs. He will assist and support IOD personnel in completion of activities related to the core functions. This application is requesting \$3,160 to support Mr. Frick's salary.

Dan Habib, Inclusive Communities Project Manager (.05 FTE). This position is responsible for outreach, and in-service training related to inclusion of children in general education settings. This application is requesting \$3,816 to support Mr. Habib's position.

**FRINGE BENEFITS**

**\$10,954**

Benefits Rate(s): The Employee Benefit Rates are based on UNH's most current Rate Agreement with the U. S. Department of Health and Human Services, as required under OMB Circular A-21. A copy of the Rate Agreement is provided annually to the NH Department of Administrative Services. The full Employee Benefits rate applies to salaries and wages, except for hourly and college work study wages, graduate student salaries, and faculty summer salaries. The partial rate applies to non-student hourly wages, FICA-eligible graduate student pay, faculty summer salaries, and other exceptions to faculty and staff contract pay. The post-doctoral research rate applies to all postdoctoral staff. This application is requesting a total of \$40,954 in support of fringe benefits.

**TRAVEL**

**\$500**

Local Travel - \$500 is requested to reimburse project staff for mileage at the current UNH mileage reimbursement rate to attend meetings and provide training and technical assistance on project-related topics. This amount covers travel for approximately eight staff members.

**SUPPLIES**

**\$2,000**

\$2,000 is requested for the purchase of supplies/services directly related to the support of the IOD. This includes items such as paper, diskettes, toner, water, telephone and materials/supplies for conference costs, dissemination materials, data collection, etc.

**OTHER**

**\$20,021**

Marketing and Communications. This application is requesting \$1,000 in support of a graphic design, multimedia, website consultation, advertising and other communications and marketing services to produce dissemination materials.

Printing/Copying/Postage. \$503 is requested for the printing/copying of dissemination materials available to the public that are directly related to the various IOD projects and to cover mailing expenses for the purpose of maintaining communications among project trainees, mailing project materials and products statewide and nationally, and mailing dissemination materials.

Leadership Costs. \$18,518 is requested to support implementation of the NH Leadership Series including space and audio/visual rentals, food during training events and curriculum materials.

Total Direct Costs:	\$169,849
F & A @ 12%	\$ 20,382
Total	\$190,231