



NEW HAMPSHIRE
COUNCIL ON
DEVELOPMENTAL DISABILITIES

APR 19 '18 PM 3:43 DAS



April 5, 2018

His Excellency, Governor Christopher T. Sununu
And the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

1. Authorize the Developmental Disabilities Council to **RETROACTIVELY** enter into a Cooperative Agreement with the University of New Hampshire in the amount of \$150,000 to participate in the Quality Council/Advisory Committee, from October 1, 2017 through September 30, 2022, upon Governor and Council Approval. 100% Other Funds
2. Authorize the Developmental Disabilities Council to **RETROACTIVELY** accept and expend funds from the University of New Hampshire in the amount of \$60,000 to participate in the Quality Council/Advisory Committee, from October 1, 2017 through June 30, 2019, upon Governor and Council Approval. 100% Other Funds

In SFY 2018 and 2019, funds to be budgeted as follows:

01-97-97-970010 -3896 --Quality Frameworks Living Well account

| Class | Description | Current SFY 18 adj. authorized | Requested Action | Revised SFY 18 adj. authorized | Current SFY 19 adj. authorized | Requested Action | Revised SFY 19 adj. authorized |
|--------------------|------------------------|--------------------------------|------------------|--------------------------------|--------------------------------|------------------|--------------------------------|
| 009-402321 | Program Income | \$0.00 | \$30,000.00 | \$30,000.00 | \$0.00 | 30,000.00 | 30,000.00 |
| Total | | | | \$30,000.00 | | | \$30,000.00 |
| CLASS 20 500200 | Current Expenses | \$0.00 | \$346.00 | \$346.00 | \$0.00 | \$346.00 | \$346.00 |
| CLASS 21 500207 | Food-non institutional | \$0.00 | \$250.00 | \$250.00 | \$0.00 | \$250.00 | \$250.00 |
| CLASS 22 500258 | Lease other than state | \$0.00 | \$1,000.00 | \$1,000.00 | \$0.00 | \$1,000.00 | \$1,000.00 |
| CLASS 40 501587 | Indirect Costs | \$0.00 | \$2,727.60 | \$2,727.60 | | \$2,727.60 | \$2,727.60 |
| CLASS 46 500464 | Consultant | \$0.00 | \$5,750.00 | \$5,750.00 | \$0.00 | \$5,750.00 | \$5,750.00 |
| CLASS 50 500109 | Personal Services PT | \$0.00 | \$14,717.00 | \$14,717.00 | \$0.00 | \$14,717.00 | \$14,717.00 |
| CLASS 60 500601 | Benefits/fringe | \$0.00 | \$4,709.40 | \$4,709.40 | \$0.00 | \$4,709.40 | \$4,709.40 |
| CLASS 70 500704 | In State Travel | \$0.00 | \$500.00 | \$500.00 | \$0.00 | \$500.00 | \$500.00 |
| Total | | \$0.00 | \$30,000.00 | \$30,000.00 | \$0.00 | 30,000.00 | \$30,000.00 |

Funds in class 20, will be used for current expenses purchases postage, printing, and copying
Funds in class 21, will be used to purchase food for advocate and DSP trainings and summits.
Funds in class 22, will be used for rentals of conference rooms, training rooms and/ or equipment rental for trainings.

Funds in class 40, will be used to pay state of NH indirect costs

Funds in class 46, will be used to pay training consultants, speakers and self- advocates that conduct workshops

Funds in class 50, will be used to pay staff wages.

Funds in class 60, will be used to pay for fringe benefits.

.Funds in class 70, will be used for any instate travel of staff, council members and self-advocates traveling on behalf of NH council on Developmental Disabilities

EXPLANATION

The Living Well: Quality Frameworks grant is a federal grant that was awarded to the University of New Hampshire's Institute on Disability (IOD). It is intended to improve quality and satisfaction for users of the developmental services delivery system. Because this is a federal grant, the fiscal year runs from October 1st thru September 30th for any given grant year. However, although the grant was supposed to be awarded with a start date of October 1st, 2017, the IOD was not notified until the end of 2017.

Subsequently, the materials developed for sub-grantees were not distributed to us until January, 2018. It has taken some time to develop the scope of work, budget, budget justification and other documents, as well as establishing an account in the federal System for Award Management (SAM), which is a requirement for this grant, and establishing the necessary accounting unit in the State of New Hampshire's treasury system. These reasons have all contributed to the need to take these funds in retroactively. The grant incorporates various elements of the developmental services system, including the NH Bureau of Developmental Services, Self- advocacy groups and the NH Council on Developmental Disabilities and provides funding for these entities to work together on a Quality Council/Advisory Group.

The New Hampshire Council on Developmental Disabilities was established in 1971, pursuant to the federal Developmental Disabilities Act (DD Act) of 1970. Councils are located in every State and Territory and represent a Federal-State partnership to expand opportunities and improve the quality of life of people with developmental disabilities and their families. Council members are appointed by the Governor, and represent people with developmental disabilities, parents and guardians and representatives of agencies that support people with developmental disabilities as specified in federal and state law. Councils are charged by Federal law to identify the most pressing needs of people with developmental disabilities in their State or Territory and to develop innovative and cost effective strategies to meet those needs. Councils work to promote the independence and productivity of people with developmental disabilities and promote systems change that will eliminate obvious inequities in areas such as employment, education, and access to healthcare. Our role on the Living Well: Quality

Frameworks grant will be to participate in the Quality Council/Advisory Committee for this grant, work with self-advocates establishing measures of quality and satisfaction, and developing and implementing self-advocate-led trainings for Direct Support Providers in the system.

Respectfully submitted,



Isadora Rodriguez-Legendre
Executive Director

Agreement No. 18-033

This agreement is entered into by and between the University of New Hampshire (“University”), and New Hampshire Council on Developmental Disabilities (“Subcontractor”).

RECITALS

University is the recipient of Cooperative Agreement No. 90DNIQ00010100 FAIN No. 90DNIQ00010100 (CFDA No. 93.631 Developmental Disabilities Projects of National Significance) (“Prime Agreement”) from U.S. Department of Health and Human Services (“Federal Awarding Agency”) (a.k.a. "Government") with an issue Date of 09/22/2017. The total amount of Federal Award to University is \$1,785,000. This award is R&D and is subject to FFATA.

The Prime Agreement provides for collaborative effort by Subcontractor to be implemented through appropriate contractual arrangements.

Subcontractor agrees to participate in the manner, and for the consideration, described in this document.

NOW THEREFORE, the parties agree to the following terms:

SPECIAL PROVISIONS

Article 1 - Statement of Work

The Subcontractor shall, as an independent contractor, provide all labor, materials, equipment and facilities necessary to accomplish the work required under this Agreement, as described in the Statement of Work incorporated into this Agreement and attached to this document as Exhibit 1.

The Subcontractor represents that all work and services it provides under this Agreement will conform to high professional standards in the field.

Article 2 - Period of Performance

The period of performance for this Agreement is from October 1, 2017 through September 30, 2022. Expenditures incurred prior to the beginning date or subsequent to the end date are not allowable costs.

Article 3 - Key Personnel

The Subcontractor’s project director, Isadora Rodriguez-Legendre, is considered Key Personnel and may not be replaced without prior University Approval.

Article 4 - Cost & Limitation of Obligation

The total estimated cost to University for the performance of this work must not exceed \$150,000. Subcontractor's budget is incorporated into this Agreement and attached to this document as Exhibit II.

Total funds in the amount of \$30,000 have been allotted and are available for payment of allowable costs incurred during the Period of Performance, as stated in **Article 2 – Period of Performance**. University will not reimburse Subcontractor for costs exceeding the amount specified in this paragraph.

Article 5 - Allowable Costs

For the performance of the tasks described in Article 1 of this Agreement, University will pay those of Subcontractor's costs that are determined to be allowable in accordance with:

A) The cost principles applicable to Subcontractor's type of organization as required in 2 CFR 200 Subpart E – Cost Principles.

Indirect costs will be reimbursed in accordance with Subcontractor's most recent negotiated rate agreement as required in 2 CFR 200.414. Fringe benefits will be reimbursed in accordance with Subcontractor's institutional policies. Subcontractor shall provide University one copy of the most recent rate agreement memorandum it has negotiated with its cognizant Federal agency.

Fringe benefits will be reimbursed in accordance with such cost and pricing data as are reasonably required to establish the appropriateness of Subcontractor's rates.

Any non-Federal entity that has never received a negotiated indirect cost rate, except for those non-Federal entities described in Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals, paragraph D.1.b, may elect to charge a de minimis rate of 10% of modified total direct costs as required by 2 CFR 200.414.

B) The budget included in this document as Exhibit II.

C) The terms of this Agreement.

Article 6 - Payment

Subcontractor may submit invoices to University at least quarterly but not more frequently than monthly. Invoices must show the period for which reimbursement is being requested and must itemize the costs by budget category as shown on the budget, Exhibit II. The invoice must show "current" costs, "cumulative" costs, cost sharing, Subaward number, and certification as to truth and accuracy of invoice in accordance

with 2 CFR 200.415. Detailed transactions shall be included with each invoice. Subcontractor shall provide receipts upon request by University. University will pay properly submitted invoices within 30 days of receipt. Subcontractor shall submit its final invoice, which must be marked "Final," no later than 45 days after the ending date of this Agreement as specified in **Article 2 - Period of Performance**. The final invoice will be used as Subcontractor's final report of expenditures.

Subcontractor shall mail the invoices to:

Jennifer Donahue
University of New Hampshire
Institute on Disability
10 West Edge Drive
Durham, NH 03824
(603) 862-0321
Jennifer.Donahue@unh.edu

Upon request by University, Subcontractor shall refund any payments received for what are, as a result of a Federal or University audit, determined to be unallowable expenditures. Subcontractor, however, has the right to establish allowability of any such expenditures. University may withhold payment of the final invoice pending receipt of the Final Report, as referred to in **Article 10 - Reports**, by University's Project Director and/or resolution of any audit findings.

Article 7 - Rebudgeting

The Subcontractor is authorized to rebudget funds in accordance with the General Provisions incorporated into this Agreement and attached to this document as Exhibit III. University approval is required for rebudgeting that requires prior approval under the terms of the General Provisions. All requests for rebudgeting approval must be directed to the Authorized University Representative identified in **Article 17 - Notices**.

Article 8 - Equipment: Vesting & Reporting

The Subcontractor may retain title to all equipment purchased under this Agreement, subject to the conditions of the Prime Agreement attached to this document as Exhibit III. The Subcontractor shall, within 30 days of the expiration of this Agreement, submit a final report of equipment purchased under this Agreement (including negative reports) to the Authorized University Representative identified in **Article 17 – Notices**.

Article 9 - Records & Audit

Subcontractor agrees to establish and maintain a system of administrative monitoring procedures and controls, and maintain accounting records in accordance with generally accepted accounting principles, which will enable Subcontractor to comply with the general and specific requirements that apply to performance and expenditures under this Agreement. To assure the adequacy of Subcontractor's procedures and controls, University will be entitled to take reasonable steps to monitor Subcontractor's compliance. Such steps may include performing desk audits, having University audit representatives perform reviews of Subcontractor performance, or requiring Subcontractor, at Subcontractor's expense, to arrange performance of an independent audit of Subcontractor's compliance with the terms of this Agreement. If, in the opinion of University and/or an independent auditor, Subcontractor fails to comply with the terms of this Agreement, University may impose appropriate sanctions on Subcontractor, including but not limited to terminating this Agreement and/or adjusting the total payment amount to be paid to Subcontractor hereunder. Subcontractor agrees that if its expenditures under this Agreement are disallowed during audit, Subcontractor shall promptly repay UNH the amount of any such disallowances. Subcontractor, however, has the right to establish allowability of any such item of cost under the Agreement.

Subcontractor shall maintain adequate financial records, in accordance with generally accepted accounting practices, to clearly identify expenses of the Agreement, to describe the nature of each expense and to establish relatedness to the Agreement. All records of this Agreement must be available for inspection by representatives of University and/or the Federal Government at the regular place of business of Subcontractor during normal business hours. All records of this Agreement must be retained for a period of three years with the following qualifications:

- A. The retention period starts from the date of FINAL PAYMENT made to Subcontractor by University under this Agreement.
- B. Records related to any audit initiated prior to the expiration of the three-year period must be retained until the audit findings involving the records have been resolved.

Article 10 - Reports

Subcontractor shall, within 30 days of the expiration of this Agreement, provide a final programmatic report to the University project director, and Subcontractor shall provide semi-annual progress report to the University project director no later than 15 days after the close of the period. Subcontractor's reports will include copies of all reprints, conference papers, etc. resulting from work funded under this Agreement. University's project director is entitled to request submission of additional progress reports on a schedule agreeable to Subcontractor's project director.

Article 11 - Publication & Copyright

Subject to the provisions of the Prime Agreement, publication of the results obtained from work funded under this Agreement is encouraged and Subcontractor may copyright material that is developed by its staff in the course of or under this Agreement. The Subcontractor agrees to grant to the Federal Government, and others acting on its behalf, a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use the material developed under this agreement. The Subcontractor also grants University a royalty free, non-exclusive, and irrevocable license to use any data, copyrighted material (including computer programs) or know-how developed under this Agreement for the purpose of allowing University to meet its reporting/deliverables obligations under the Prime Agreement. All publications must cite the source of support and indicate that the findings, opinions and recommendations they express therein are those of the author and not necessarily those of University or of the Federal Awarding Agency.

Article 12 - Inventions

Subject to the provisions of the Prime Agreement, rights of ownership and disposition of inventions made under this Agreement will be governed in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements", which is incorporated in this Agreement by reference to the same extent as if provided in full text.

Article 13 – Indemnification

Subcontractor shall hold the University harmless from and shall indemnify University for any and all claims, demands, and actions based upon or arising out of any activities, services performed, or work done by Subcontractor or its employees or agents under this Agreement, and shall defend any and all claims or demands. The Subcontractor shall indemnify, save and hold harmless the University and the federal government and its representatives against any liability resulting from any willful or intentional violation by the Subcontractor arising out of any services performed under this Agreement.

Article 14 - Termination

University is entitled to terminate this Agreement, upon written notification to the Subcontractor, for convenience of either University or Subcontractor or because of Subcontractor's default or failure to:

- Accomplish the work required under this Agreement within the time specified as the Period of Performance or any extension of the Period of Performance.
- Make progress, so as to endanger University's performance of the Prime Agreement.

- Correct any breach of this Agreement within a reasonable time after having been advised of such breach.

In the event of termination, Subcontractor will be reimbursed for allowable costs and non-cancelable obligations incurred prior to the date of notice of termination.

Termination of this Agreement for any reason will not affect the rights and obligations of either party accrued prior to the termination of this Agreement, including rights and remedies provided by law for default or failure to perform.

Either party may terminate this subaward with thirty days written notice to the appropriate party's authorized official contact. University shall pay Subcontractor for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 74 Appendix E, "Principles for Determining Costs Applicable to Research & Development under Grants and Contracts with Hospitals, as applicable.

Article 15 - Disputes

Any dispute arising under this Agreement which cannot be resolved by mutual consent of the parties to this Agreement may be settled by mediation, arbitration at the parties' mutual agreement, or other appropriate legal proceedings. Pending the resolution of any such proceedings, Subcontractor shall, at University's discretion, proceed diligently with the performance of this Agreement.

Article 16 - Hold Harmless

Each party to this Agreement assumes all risk of personal injury and property damage attributable to the negligent acts or omissions of its personnel.

Article 17 - Notices

Communications concerning Subcontractor's performance under this Agreement will be directed to University's project director at the following address:

Linda Bimbo
University of New Hampshire
Institute on Disability
10 West Edge Drive
Durham, NH 03824
(603) 228-2085
linda.bimbo@unh.edu

Communications concerning contractual and administrative aspects of this Agreement will be directed to University's Grant & Contract Administrator at the following address:

Susan Sosa
University of New Hampshire
Sponsored Programs Administration
Service Building
51 College Road
Durham, NH 03824
(603) 862-4848

Article 18 - Use of Name

Neither Subcontractor nor University may make use of this Agreement, or use the other's name or that of any member of the other's staff for publicity or advertising purposes without prior written approval of the other party.

Article 19 - Certifications

Debarment and Suspension (E.O.s 12549 and 12689) – The Subcontractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the Subcontractor is unable to certify to this statement, it shall attach an explanation to this Agreement, and, at University's option, University may void this Agreement. Subcontractor shall promptly notify University if it or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Equal Employment Opportunity – The Subcontractor must 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."

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – The Subcontractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – The Subcontractor certifies, to their knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid by or on behalf of Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
- If any funds other than Federal appropriated funds have been paid or will be paid by or on behalf of Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352, Subcontractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- Subcontractor shall require that the language of this certification be included in the award documents of all subcontracts at all tiers and that all subcontractors shall certify and disclose accordingly.

Human Subjects and Animal Welfare - Subcontractor assures that adequate safeguards will be taken whenever using vertebrate animals or human subjects in research or training projects, and that an institutional review committee composed of sufficient members with varying backgrounds to assure complete and adequate review of projects involving the use of human or animal subjects has reviewed and approved the projects. Subcontractor shall abide by all applicable regulations of the U.S. Department of Health and Human Services and the U.S. Department of Agriculture regarding the use of human or animal subjects and comply with state and local laws.

Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) – The Subcontractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) - The Subcontractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) – The Subcontractor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act

(40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5).

Article 20 - General Provisions

All applicable requirements, regulations, provisions, terms and conditions of the Prime Agreement are included as Exhibit III to this document and are hereby adopted in full force and effect to the relationship between University and Subcontractor. References to Contractor or Recipient in Exhibit III will be taken to mean Subcontractor; references to the Government or Federal Awarding Agency in Exhibit III will be taken to mean Government/Federal Awarding Agency or University or both, as appropriate.

Article 21 - Assignment

Subcontractor shall not assign, delegate or otherwise transfer, either in whole or in part, any of its rights or obligations under this Agreement without the prior written approval of University.

Article 22 - Order of Precedence & Severability

In the event of conflict between the Special and General Provisions in this Agreement, the Special Provisions shall prevail over the General Provisions.

In the event that any part of this Agreement is held to be unenforceable or invalid in any court of competent jurisdiction, then said part must be deleted or modified, as necessary, to render the remainder of this Agreement valid and enforceable.

Article 23 - Entire Agreement

This Agreement is the entire agreement between Subcontractor and University regarding this collaborative effort and supersedes and replaces 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 of New Hampshire and have executed this Agreement.

By An Authorized Official of:

UNIVERSITY OF NEW HAMPSHIRE

Susan Sosa

Digitally signed by Susan Sosa
DN: cn=Susan Sosa, o=Sponsored
Programs Administration,
email=susan.sosa@unh.edu, c=US
Date: 2018.03.23 10:47:56 -0400'

Name: Susan Sosa

Title: Sr. Grant & Contract Administrator
Sponsored Programs Administration

Date:

By An Authorized Official of:

NEW HAMPSHIRE COUNCIL ON
DEVELOPMENTAL DISABILITIES



Name: Isadora Rodriguez-Legendre

Title: Executive Director

Date: 4/10/18

NEW HAMPSHIRE DEPARTMENT OF JUSTICE:

The foregoing contract, having been reviewed by this office, is approved as to form, substance and execution

By:  4/19/18
Approving Attorney Date

Approved by Governor and the Executive Council

Date: _____ Item Number: _____

Assistant Secretary of State: _____

**EXHIBIT I
SUBAWARD AGREEMENT**

Statement of Work

Scope of Work

The New Hampshire Council of Development Disabilities (DDC) will participate as a partner in this grant to implement the goals and objectives outlined in the work plan and participate as an active member of the Quality Council/Advisory Committee. The DDC will take the lead on activities within the goal related to building competencies for DSPs and other HCBS providers to improve access to quality of home and community based services related to developing a self-advocate led training (curriculum development and training). The focus will be on decision-making, choice, independence, and respect. In addition, the DDC will take the lead on the development and implementation of individual rights training, in collaboration with and by self-advocate leaders in NH, to enhance individual knowledge of their rights to support the ability to exercise those rights.

**EXHIBIT II
SUBAWARD AGREEMENT**

Budget

BUDGET TEMPLATE

| | | | | | | |
|---------------------|------|------|------|------|------|------|
| Full Fringe Rate | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% |
| Partial Fringe Rate | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% |

| | Yr 1 | Yr 2 | Yr 3 | Yr 4 | Yr 5 | TOTALS |
|--------------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Personnel @ Full Fringe Rate | | | | | | |
| Exec. Dir. | 11,286 | 3,762 | 3,762 | 3,762 | 7,524 | |
| Project Manager | 3,431 | 6,862 | 6,862 | 6,862 | 5,146 | |
| Total Personnel @ Full Fringe | 14,717 | 10,624 | 10,624 | 10,624 | 12,670 | 59,259 |

| | | | | | | |
|--|----------|----------|----------|----------|----------|----------|
| Personnel @ Partial Fringe Rate | | | | | | |
| | - | - | - | - | - | - |
| Total Personnel @ Partial Fringe Rate | - | - | - | - | - | - |

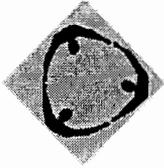
| | | | | | | |
|------------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Total Personnel | 14,717 | 10,624 | 10,624 | 10,624 | 12,670 | 59,259 |
|------------------------|---------------|---------------|---------------|---------------|---------------|---------------|

| | | | | | | |
|--|--|--|--|--|--|----------|
| Fringe Benefits | | | | | | 18,982.9 |
| Total Personnel - Fringe Benefits | | | | | | 78,242 |

| | | | | | | |
|---------------------|------------|--------------|--------------|--------------|------------|--------------|
| Total Travel | 500 | 1,000 | 1,000 | 1,000 | 500 | 4,000 |
|---------------------|------------|--------------|--------------|--------------|------------|--------------|

| | | | | | | |
|-----------------|------------|------------|------------|------------|------------|------------|
| Supplies | 195 | 200 | 200 | 200 | 199 | 995 |
|-----------------|------------|------------|------------|------------|------------|------------|

| | | | | | | |
|------------------|-------|--------|--------|--------|-------|--|
| Other | | | | | | |
| Printing/Copying | 200 | 299 | 299 | 299 | 300 | |
| Postage | 200 | 200 | 200 | 200 | 200 | |
| Consultants | 5,750 | 10,000 | 10,000 | 10,000 | 8,000 | |
| Training Venues | 1,000 | 1,550 | 1,550 | 1,550 | 1,350 | |
| Other | | | | | | |



NEW HAMPSHIRE
COUNCIL ON DEVELOPMENTAL DISABILITIES

February 28, 2018

Budget Justification for Living Well NH Quality Framework
Sub-Award 18-033 - The New Hampshire Council on Developmental Disabilities

Personnel:

The New Hampshire Council on Developmental Disabilities (NHCDD) employs two full-time staff who receive fringe benefits. They are the Executive Director (ED) (at a rate of \$37.62 per hour) and the Project Manager (PM) (at a rate of \$34.31 per hour). It is expected that in the first year of the grant, the ED will need to provide approximately 300 hours in the planning, coordination, implementation of the grant and PM will provide 100 hours to the plan development. In years 2-4 of the grant, the PM's time in carrying out the scope of work will increase to about 200 hours per year and the ED's time coordinating the work is expected to be about 100 hours per year. In the final year of the grant, the ED's time on the grant is expected to increase to 200 hours as the final preparations and reporting requirements are met and the PM is expected to spend about 150 hour in the final year.

Fringe:

The calculated fringe is based on actual costs associated with State of New Hampshire fringe benefits provided to full-time employees, and therefore is not negotiable. This number is about 32% of the staff's base salary. It is calculated based on the anticipated time spent working on the grant in a particular year.

Travel:

It is expected that meetings and events will require staff travel. Additionally the travel line is meant to cover reimbursement costs of self-advocate travel. The NHCDD uses a State mileage reimbursement rate of .545 cents per mile (however, this number changes slightly on an annual basis). Moreover, for DSP outreach and training events, there may be additional costs for travel such as non-medical transport,

Supplies:

Because the scope of service includes developing and implementing trainings, the NHCDD anticipates needing to spend funds on supplies, such as markers, poster boards, presentation materials, etc., in addition to the regular office needs, for this project.

Other:

The NHCDD will develop and implement trainings geared towards increasing the competency of Direct Support Providers (DSPs), as well as develop tools to measure the impact of these using some form of surveys, focus groups, or structured interviews.

Planning for data gathering for both baselines and increases in knowledge will require additional printing, copying and postage outside of our regular office needs. The NHCDD will hire self-advocates and other leaders in the Developmental Disabilities community to help develop and implement the DSP training materials and to facilitate the trainings themselves and therefore has included a 'consultant' line in this section for the purpose. Additionally, the NHCDD anticipates needing to spend funds on training venues and possibly food for the DSP training events and possibly for focus groups as well.

Facilities and Administrative Costs (F&A):

The State of New Hampshire adheres to the Uniform Guidance: Any non-Federal entity that has never received a negotiated indirect cost rate, except for those non-Federal entities described in Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals, paragraph D.1.b, may elect to charge a de minimis rate of 10% of modified total direct costs as required by 2 CFR 200.414. The NHCDD has never received a negotiated indirect cost rate, therefore we calculated 10% for the F & A costs associated with this project. These include the State of New Hampshire's indirect costs, overhead, as well as the cost of part-time administrative, legal, and support staff, which will be working on this project.

If there are any questions or concerns, please do not hesitate to reach Isadora Rodriguez-Legendre at (917) 232-2623 or Isadora.rodriguez-legendre@ddc.nh.gov

EXHIBIT III
SUBAWARD AGREEMENT
Terms and Conditions

(see attached)

1. DATE ISSUED MM/DD/YYYY 09/22/2017
 2. CFDA NO. 93.631
 3. ASSISTANCE TYPE Cooperative Agreement

Department of Health and Human Services
 Administration For Community Living
 AoD - Developmental Disabilities Projects of National Significance
 Switzer Building
 330 C Street, SW
 Washington, DC 20201-0003

NOTICE OF AWARD
 AUTHORIZATION (Legislation/Regulations)
 42 USC 15081-15083

1a. SUPERSEDES AWARD NOTICE dated
 except that any additions or restrictions previously imposed remain
 in effect unless specifically rescinded

4. GRANT NO. 90DNIQ0001-01-00
 Formerly

5. ACTION TYPE New

6. PROJECT PERIOD MM/DD/YYYY
 From 09/30/2017 Through 09/29/2022

7. BUDGET PERIOD MM/DD/YYYY
 From 09/30/2017 Through 09/29/2018

8. TITLE OF PROJECT (OR PROGRAM)
 Living Well NH Quality Framework

9a. GRANTEE NAME AND ADDRESS
 University System of New Hampshire
 51 College Rd
 Service Bldg 107
 Durham, NH 03824-2620

9b. GRANTEE PROJECT DIRECTOR
 Mrs. Linda Bimbo
 51 College Rd Service Bldg 107
 Durham, NH 03824-2620
 Phone: (603) 228-2085 x38

10a. GRANTEE AUTHORIZING OFFICIAL
 Ms. Susan Sosa
 51 College Road, Service Bldg.
 Sponsored Program Administration
 Durham, NH 03824-3585
 Phone: 603-862-4848

10b. FEDERAL PROJECT OFFICER
 Katherine A Cargill Willis
 Switzer Building
 330 C Street, SW
 Washington, DC 20201-0003
 Phone: 202-690-5791

ALL AMOUNTS ARE SHOWN IN USD

| | |
|--|-------------------|
| 11. APPROVED BUDGET (Excludes Direct Assistance) | |
| i Financial Assistance from the Federal Awarding Agency Only <input type="checkbox"/> | |
| ii Total project costs including grant funds and all other financial participation <input checked="" type="checkbox"/> | |
| a. Salaries and Wages | 166,033.00 |
| b. Fringe Benefits | 69,568.00 |
| c. Total Personnel Costs | 235,601.00 |
| d. Equipment | 0.00 |
| e. Supplies | 4,755.00 |
| f. Travel | 1,291.00 |
| g. Construction | 0.00 |
| h. Other | 39,860.00 |
| i. Contractual | 67,667.00 |
| j. TOTAL DIRECT COSTS | 349,174.00 |
| k. INDIRECT COSTS | 85,826.00 |
| l. TOTAL APPROVED BUDGET | 435,000.00 |
| m. Federal Share | 435,000.00 |
| n. Non-Federal Share | 0.00 |

| | |
|---|-------------------|
| 12. AWARD COMPUTATION | |
| a. Amount of Federal Financial Assistance (from item 11m) | 435,000.00 |
| b. Less Unobligated Balance From Prior Budget Periods | 0.00 |
| c. Less Cumulative Prior Award(s) This Budget Period | 0.00 |
| d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION | 435,000.00 |
| 13. Total Federal Funds Awarded to Date for Project Period | 435,000.00 |

| | | | |
|---|--------------------|------|--------------------|
| 14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project): | | | |
| YEAR | TOTAL DIRECT COSTS | YEAR | TOTAL DIRECT COSTS |
| a. 2 | 450,000.00 | d. 5 | 450,000.00 |
| b. 3 | 450,000.00 | e. 6 | |
| c. 4 | 450,000.00 | f. 7 | |

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:

a. DEDUCTION
 b. ADDITIONAL COSTS
 c. MATCHING
 d. OTHER RESEARCH (Add / Deduct Option)
 e. OTHER (See REMARKS)

b

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

a. The grant program legislation
 b. The grant program regulations.
 c. This award notice including terms and conditions, if any, noted below under REMARKS.
 d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - Yes No)
 See next page

GRANTS MANAGEMENT OFFICIAL: **William Kim, Senior Grants Management Specialist**

| | | | | |
|--------------------------|-------------------------------|-----------------------------|----------------------------------|--------------------------|
| 17. OBJ CLASS 41.45 | 18a. VENDOR CODE 1026000937A1 | 18b. EIN 026000937 | 19. DUNS 111089470 | 20. CONG. DIST. 01 |
| FY-ACCOUNT NO. 7-2994937 | DOCUMENT NO. 90DNIQ000101 | ADMINISTRATIVE CODE ACL-AoD | AMT ACTION FIN ASST \$435,000.00 | APPROPRIATION 75-17-0142 |
| 21. a. | b. | c. | d. | e. |
| 22. a. | b. | c. | d. | e. |
| 23. a. | b. | c. | d. | e. |

NOTICE OF AWARD (Continuation Sheet)

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REMARKS:

This action is issued as a new award for the period identified in box 7., and federal amount on line 12d.

FY 2017 FUNDING PLAN

The amount of Federal funding for this award is less than the amount requested, and adjustments reflect a maximum FY 2017 funding level of \$435,00 in Federal Funds. The reduction in Federal funding has been applied proportionately across all applicable budget categories. The match requirement has been commensurately lowered to reflect the resultant reduced requirement. If the reduction in funding results, or will result in more than a minimal or immaterial impact on the program activities, you must advise the Grants Management Officer immediately.

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Standard Administrative Terms

1. Standard Administrative Terms

This award is paid by DHHS Payment Management System (PMS). Please go to <http://www.dpm.psc.gov/> for payment and reporting information.

This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to <https://www.acl.gov/grants/managing-grant>.

Although consistent with the HHS GPS, any applicable statutory or regulatory requirements, including 45 CFR Part 75, directly apply to this award apart from any coverage in the HHS GPS. Also, the general provisions from "The Consolidated Appropriations Act, 2017," Pub. L. No 115-31, signed into law on May 5, 2017, apply to this award and can be found on the ACL website: <https://www.acl.gov/grants/managing-grant>.

Initial expenditure of funds by the grantee constitutes acceptance of this award. Any future support is subject to the availability of funds and programmatic priorities.

Grantees are hereby given notice that the National Defense Authorization Act of 2013 extending whistleblower protections for contractor employees applies to this award. Further guidance may be found at Public Law 112-239, as amended.

Salary Limitation:

The General Provisions in Division H, § 202, of the Consolidated Appropriations Act, 2017 (P.L. 115-31), includes provisions for a salary rate limitation. The law limits the salary amount that may be awarded and charged to ACL grants and cooperative agreements. Award funds may not be used to pay the salary of an individual at a rate in excess of Executive Level II. The Executive Level II salary of the Federal Executive Pay scale is \$187,000. This amount reflects an individual's base salary exclusive of fringe and any income that an individual may be permitted to earn outside of the duties to the applicant organization. This salary limitation also applies to subawards/subcontracts under an ACL grant or cooperative agreement. Note that these or other salary limitations will apply in FY 2017, as required by law.

DOMA: Implementation of United States v. Windsor and Federal Recognition of Same-Sex Spouses/Marriages:

References: United States v. Windsor, 133 S.Ct. 2675 (June 26, 2013); § 3 of the Defense of Marriage Act, codified at 1 USC § 7.

A standard term and condition of award will be included in the final Notice of Award (NoA) that states: "In any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite-sex spouses, marriages, and households, respectively. By "same-sex spouses," HHS means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "same-sex marriages," HHS means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S.

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territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "marriage," HHS does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage."

Federal Awardee Performance and Integrity Information System (FAPIS):

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

Reporting Requirements:

Grantees are required to submit annual financial status reports (SF 425), which are due 30 days following each twelve month reporting period. You must reconcile your cash accounts with your expenditures for the reporting period and submit a cumulative report each year. A final report is due 90 days after the expiration date of the project period and must reconcile with the final cash portion reported on line 10c.

Financial Reporting - All grantees must use the Federal Financial Report (SF-425) form at: <https://www.acl.gov/grants/managing-grant#>. The SF-425 form is downloadable as a PDF or can be copied to Excel. Complete all lines as appropriate.

Program Progress Reports are due semi-annually (within 30 days following the end of the reporting period), effective with the start date of the award. This report must be submitted as a "note" using an authorized GrantSolutions account.

Federal Financial Accountability and Transparency Act (FFATA):

The Federal Financial Accountability and Transparency Act (FFATA) requires data entry at the FFATA Subaward Reporting System located at <http://www.FSRS.gov> for all sub-awards and sub-contracts issued for \$25,000 or more as well as addressing executive compensation for both grantee and sub-award organizations. Additional guidance is located at: http://www.acl.gov/Funding_Opportunities/Grantee_Info/FFATA.aspx

ACL discretionary grantees are required to use GrantSolutions (GS) for their end to end grants management services (tracking and receiving various award actions, submitting financial and progress reports, general correspondence, requests etc.). The grantee authorizing official identified in box 10a., and grantee project director identified in box 9b., must ensure they are registered with GS and have the appropriate role assigned to them by their organization. Please follow the GS grantee account registration information located at the following URL: <https://www.grantsolutions.gov/support/registration.html>. If you are unable to register or have questions associated with registration, contact your Grants Management Specialist (GMS).

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STAFF CONTACTS

1. If you need additional information, please consult the ACL website at http://acl.gov/Funding_Opportunities/Grantee_Info/Index.aspx . In addition, your assigned Grants Management Specialist and ACL Project Officer are always available to answer questions. For inquiries related to the negotiation of this award or interpreting the fiscal or administrative requirements, policies, or provisions your contact is Grants Management Specialist, **LaDeva Harris** at LaDeva.Harris@acl.hhs.gov or (202) 795-7360. If you have questions related to program requirements, contact the Program Officer listed in section 10b of the Notice of Award.

Attachment 3B
Research Subaward Agreement
Subrecipient Contacts

Subaward Number:
18-033

Subrecipient Place of Performance for FFATA reporting

Name:

Address:

City: State: Zip Code+4: Zip Code Look-up

EIN No.: DUNS: Parent DUNS:

Institution Type: Congressional District:

Is Subrecipient currently registered in SAM.gov? Yes No

Is Subrecipient exempt from reporting executive compensation? Yes No If no, complete 3B, page 2

Subrecipient Administrative Contact

Name:

Address:

City: State: Zip Code:

Telephone: Email:

Subrecipient Principal Investigator

Name:

Address:

City: State: Zip Code:

Telephone: Email:

Subrecipient Financial Contact

Name:

Address:

City: State: Zip Code:

Telephone: Email:

Central email: Is this the remittance address? Yes No

Remittance Address (if different):

Subrecipient Authorized Official

Name:

Address:

City: State: Zip Code:

Telephone: Email:

Central email: