



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

BUREAU OF DEVELOPMENTAL SERVICES

Nicholas A. Toumpas
Commissioner

Kathleen A. Dunn
Associate
Commissioner

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July 1, 2015

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

*Retroactive
Sole Source*

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Developmental Services to enter into a **retroactive and sole source** contract Amendment with the University of New Hampshire, Institute on Disability, Durham, New Hampshire, vendor number 177867-B046, to continue to provide technical assistance and education that promote best practices in community services for people with developmental disabilities, and training to Department staff, individuals and families, by increasing the price limitation by \$380,456 from \$190,231 to an amount not to exceed \$570,687, and changing the completion date from June 30, 2015 to June 30, 2017, retroactive to July 1, 2015, upon Governor and Executive Council approval. The Agreement was approved by Governor and Executive Council on June 4, 2014 (Item #56). 100% General Funds.

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Years 2016 and 2017, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified, without approval from Governor and Executive Council.

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

| State Fiscal Year | Class / Object | Account Title | Current Budget Amount | Increase/ Decrease Amount | Revised Budget Amount |
|-------------------|----------------|--------------------------------|-----------------------|---------------------------|-----------------------|
| 2015 | 102-500731 | Contracts for program services | \$190,231 | \$0 | \$190,231 |
| 2016 | 102-500731 | Contracts for program services | \$0 | \$190,228 | \$190,228 |
| 2017 | 102-500731 | Contracts for program services | \$0 | \$190,228 | \$190,228 |
| | | Grand Total | \$190,231 | \$380,456 | \$570,687 |

EXPLANATION

This Amendment is **retroactive**. Although this contract is retroactive, the vendor has agreed that from when the contract ended on July 1, 2015 until the date of Governor and Executive Council approval of the amendment, no work will be done.

This Amendment is **sole source** because the University of New Hampshire, Institute on Disability, was established and supported with the cooperation and participation of the University of New Hampshire, the Department of Health and Human Services, the Department of Education, and the Developmental Disabilities Council in 1987 for the purposes of serving individuals with development disabilities. The Department wants to continue the Agreement with the University of New Hampshire, Institute on Disability, because they provide excellent service, and valuable services and resources to the State.

Approval of this request will allow the Department to continue to provide assessment, consultation, education, and training, utilizing applied research to improve the knowledge, policies, and practices in both the State and local agencies. The University of New Hampshire, Institute on Disability will provide in-service trainings for program managers, educators, and other direct service personnel engaged in services to people with developmental disabilities. The University will also provide methods and tools to develop meaningful feedback and recommendations for improving services for individuals with developmental disabilities.

Should Governor and Executive Council determine not to approve this request, the Department will not receive consultation to evaluate the effectiveness of the Medicaid In-Home Support Waiver, and professionals will not have the continued training and education to assist individuals who have psychiatric and behavioral issues, and to assist individual's transition from school to adult life.

Area Served: Statewide.

Source of Funds: 100% General Funds.

Respectfully submitted,


Lorene Reagan MS, RN
Bureau Chief

Approved by: 
Nicholas A. Toumpas
Commissioner

AMENDMENT #1 to
COOPERATIVE PROJECT AGREEMENT
between the
STATE OF NEW HAMPSHIRE, Department of Health and Human Services
and the
University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on **6/4/14**, item # **56**, for the Project titled "**2015 Institute on Disability CORE Program Support**," Campus Project Director, _____, is and all subsequent properly approved amendments are hereby modified by mutual consent of both parties for the reason(s) described below:

Purpose of Amendment (Choose all applicable items):

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

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

- Article A. is revised to replace the State Department name of _____ with _____ and/or USNH campus from _____ to _____.
- Article B. is revised to replace the Project End Date of **6/30/15** with the revised Project End Date of **6/30/17**, and Exhibit A, article B is revised to replace the Project Period of **Governor and Executive Council Approval – June 30, 2015** with **6/4/14 – 6/30/17**.
- Article C. is amended to expand Exhibit A by including the proposal titled, " _____," dated _____.
- Article D. is amended to change the State Project Administrator to _____ and/or the Campus Project Administrator to _____.
- Article E. is amended to change the State Project Director to _____ and/or the Campus Project Director to _____.
- Article F. is amended to add funds in the amount of **\$380,456** and will read:

Total State funds in the amount of **\$570,687** have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.
- Article F. is amended to change the cost share requirement and will read:

Campus will cost-share _____ % of total costs during the amended term of this Project Agreement.
- Article F. is amended to change the source of Federal funds paid to Campus and will read:

Federal funds paid to Campus under this Project Agreement as amended are from Grant/Contract/Cooperative Agreement No. _____ 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 **revised** Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

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

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

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

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

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

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

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

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

Name: Karen M. Jensen
Title: Manager, Sponsored Programs Administration
Signature and Date: *[Signature]* 6/9/15

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

Name: *Megan A. Yeole*
Title: *Attorney*
Signature and Date: *[Signature]* 6/22/15

By An Authorized Official of:

Name: *Marilee Nihan*
Title: *Deputy Commissioner*
Signature and Date: *[Signature]* 6/10/15

**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: June 4, 2014 to June 30, 2017

C. Objectives:

1. Train 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.
2. Develop a methodology and conduct analysis of BDS supported employment data sets in order to complete annual report for submission to BDS and the area agency system.
3. Assist BDS in developing grant proposals to increase financial and human resources available in New Hampshire to improve the lives of children and adults with intellectual and developmental disabilities (IDD) and acquired brain disorders (ABD).
4. Facilitate annual assessment, by each Area Agency Region, of family and self-advocate feedback related to satisfaction and responsiveness to constituent needs and concerns. This assessment will be conducted with the intent to obtain measurable and reliable data that will be compiled and reported as regional and aggregate results.
5. Disseminate information widely to individuals, groups, associations, and organizations statewide, nationally and internationally on IOD activities as well as other information relevant to persons with disabilities and their families.
6. Provide ongoing technical assistance to New Hampshire commissions and committees related to services and supports for persons with IDD and ABD and their families.

D. 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 IDD and ABD.
- 2) Develop a strong research methodology in order to conduct data analysis on BDS supported employment data sets. Complete data analysis and an annual report for submission to BDS and the area agency system.

Outcome: Annual reports will be available to BDS, individuals with disabilities and their families, state legislators and policy makers, area agencies, and other community providers to measure progress in supporting individuals with IDD and ABD to engage in meaningful employment opportunities.

- 3) In collaboration with the Department of Health and Human Services, develop and submit at least one grant proposal per year related to priorities recommended by the Department of Health and Human Services, Bureau of Developmental Services or other related bureaus of divisions within DHHS. Topics may include but are not limited to: health disparities for persons with disabilities, employment statistics, employment for youth and adults with IDD and ABD, and augmentative alternative communication (AAC).

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.

- 4) Work with the statewide Family Support Council and People First to develop two Tool Kits to be used by families and self-advocates to be able to carry out an effective annual forum for the purposes of measuring (or capturing) satisfaction and responsiveness to constituent needs and concerns by regional area agencies. The tool kits will include a facilitator's guide, structured questions (with electronic survey monkey option to respond to questions), and guide on how to develop meaningful feedback and recommendations to the area agencies Board of Directors and BDS. Training will be provided on how to utilize the Tool Kits via the statewide Family Support Council and statewide People First.

Outcome: (a) In FY16 two tool kits will be developed and distributed to the 10 Family Support Councils and 10 Self-Advocacy Groups. The statewide Family Support Council and statewide People First will receive training on how to utilize and implement the information contained in the Tool kit.

- (b) In FY17 ongoing technical assistance for utilization of the tool kit will be provided and a regional and statewide report will be completed compiling the results on family and self-advocate feedback from both the Family Support and People First forums.
- 5) 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: NH Leadership Series outcomes, employment, Person Centered Planning, community integration, health disparities for persons with IDD, health care for persons with IDD, advocacy, leadership, and other key issues identified in collaboration with the DHHS BDS and other core DD Network partners.

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.

- 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 social media outlets. Continually evaluate the most effective social media outlets to reach people with disabilities and their families by monitoring unique and new visitors, increase in subscribers, annual satisfaction survey, etc.

Outcome: General public will have access to a broad range of information on issues affecting people with disabilities in their communities.

- 7) Participate on Commissions created by the NH legislature and related subcommittees. These may include, but not limited to, commissions and committee related to: Mental Health, Autism, Medicaid, 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

E. Deliverables Schedule:

The Campus Project Director agrees to submit to the Bureau of Developmental Services copies of the following:

Semi-annual project report summaries;

Semi-annual listing of current grants and projects;

Annual report of statewide progress in supporting individuals with IDD and ABD to engage in meaningful employment opportunities;

In Year One – Each of the two tool kits developed for family and self-advocate feedback; and

In Year Two - Annual report of results on family and self-advocate feedback from both the Family Support and People First forums using the new tool kits.

F. Budget and Invoicing Instructions:

| Budget Items | Original Budget | Revision this Amendment | New Approved Budget |
|-----------------------------|-----------------|-------------------------|---------------------|
| 1. Salaries & Wages | 100,237 | 243,781 | 344,018 |
| 2. Employee Fringe Benefits | 45,107 | 90,930 | 136,037 |
| 3. Travel | 1,500 | 0 | 1,500 |
| 4. Supplies and Services | 23,005 | 4,981 | 27,986 |
| 5. Equipment | 0 | 0 | 0 |
| 6. Facilities & Admin Costs | 20,382 | 40,764 | 61,146 |
| Subtotals | 190,231 | 380,456 | 570,687 |
| Total Project Costs: | | | 570,687 |

Budget Justification

Institute on Disability CORE Program Support

PERSONNEL

\$243,781

Susan Fox, PhD., Associate Director (.30 FTE). Dr. Fox will be responsible for the programmatic and financial management of this contract, communications with the Bureau of Developmental Services, coordination of grant writing activities, and coordination with the IOD Executive Committee. This application is requesting \$40,170 in year 1 and \$41,375 in year 2 in support of Dr. Fox's salary.

Matthew Gianino, Director of Communications and Technology (.25 FTE). Mr. Gianino will be responsible for developing, budgeting, managing, and implementing all aspects of marketing and communications programs in support of contract deliverables. This includes coordinating local, state, and national outreach with media outlets and organizations. This application is requesting \$19,372 in year 1 and \$19,953 in year 1 in support of Mr. Gianino's salary.

Tobey Partch-Davies, PhD, Employment Research and Reporting (.20 FTE). Dr. Partch-Davies will be responsible for developing the research design, analyzing data, and completing an annual report utilizing the BDS' supported employment data sets. This application is requesting \$16,313 in year 1 and \$16,803 in year 2 in support of Dr. Partch-Davies salary.

Amanda Reichard, PhD., Family and Self-Advocacy Research Coordinator. (.10 FTE in Year 1, .10 FTE in year 2). Dr. Reichard will work with the statewide Family Support Council and People First to develop two Tool Kits to be used by families and self-advocates to hold annual forums for the purpose of measuring satisfaction. She will train the statewide Family Support Council and People First on how to utilize the toolkits. In FY17 she will collect and analyze the data collected by these groups and develop an annual report. This application is requesting \$12,529 in year 1 and \$12,905 in year 2 in support of this position.

Mary Straight, Program Support Assistant (.20 FTE). Ms. Straight will assist the Associate Director and 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 meetings, and coordinating training conference details such as travel arrangements, dissemination packets, etc. This application is requesting \$8,904 in year 1 and \$9,171 in year 2 in support of Ms. Straight's salary.

Casey Eyring, Information Technology Specialist (.10 FTE in year 1, .08 FTE in year 2). Mr. Eyring is responsible for overseeing all technology acquisition, training, database oversight, and server and network management including the day-to-day systems administration. He will assist with any issues related to website maintenance, social media outlets, distance learning equipment, AV for conferences and trainings, and data set management for this project. This application is requesting \$5,216 in year 1 and \$4,298 in year 2 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 \$2,270 in year 1 and \$2,338 in year 2 in support of Ms. Brennan-Curry'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 and adults with disabilities. Mr. Habib will consult with project staff on developing social media communications related to this contract. This application is requesting \$3,949 in year 1 and \$4,067 in year 2 to support Mr. Habib's position.

Ann Dillon, Leadership Coordinator (.18 FTE). This position is responsible for the Coordination of the NH Leadership Program. Ms. Dillon is responsible for all aspects of planning and implementing this program each year. This application is requesting \$13,025 in year 1 and \$13,416 in year 2 to support Ms. Dillon's position.

FRINGE BENEFITS

\$90,930

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 \$45,412 in year 1 and \$45,518 in year 2 in support of fringe benefits.

SUPPLIES

\$3,981

\$1,990 is requested in year 1 and \$1,991 in year 2 for the purchase of supplies/services directly related to the support of this contract. This includes materials/supplies for conference costs, dissemination materials, data collection, etc.

OTHER

\$1,000

Marketing and Communications. This application is requesting \$500 per year in support of a graphic design, multimedia, website consultation, advertising and other communications and marketing services to produce dissemination materials.

Total Direct Costs:

\$339,692

F & A

\$ 40,764

Total

\$380,456

Campus will submit invoices to the State on regular Campus invoice forms by September 30, December 31, March 31 and June 30 each year. 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 annually. 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.

G. Other

- 1. Acknowledgement: The following statement will appear in reports, notice of trainings/events and other printed materials, as appropriate, prepared by the Campus:
 - 1.1 This program is a cooperative venture sponsored by the New Hampshire Department of Health and Human Services and the University of New Hampshire. Any opinions, findings, conclusions, and recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the sponsor.

STANDARD EXHIBIT I

The Contractor identified as “University of New Hampshire” in Section A of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, “Business Associate” shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and “Covered Entity” shall mean the Department of Health and Human Services.

Project Title: Institute on Disability CORE Program Support

Project Period: June 4, 2014 – June 30, 2017

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. “Breach” shall have the same meaning as the term “Breach” in section 164.402 of Title 45, Code of Federal Regulations.
- b. “Business Associate” has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. “Covered Entity” has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 CFR Section 164.501.
- e. “Data Aggregation” shall have the same meaning as the term “data aggregation” in 45 CFR Section 164.501.
- f. “Health Care Operations” shall have the same meaning as the term “health care operations” in 45 CFR Section 164.501.
- g. “HITECH Act” means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. “HIPAA” means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. “Individual” shall have the same meaning as the term “individual” in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).
- j. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

- l. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.103
- m. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. “Unsecured Protected Health Information” shall have the same meaning given such term in section 164.402 of Title 45, Code of Federal Regulations.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement (including this Exhibit) to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with 45 CFR 164.410, of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies. If Covered Entity does not object to such disclosure within five (5) business days of Business Associate’s notification, then Business Associate may choose to disclose this information or object as Business Associate deems appropriate.
- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional reasonable security safeguards.

(3) **Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement or this Exhibit, including any security incident involving Covered Entity data, in accordance with 45 CFR 164.410.
- b. The Business Associate shall comply with all applicable and required sections of the Privacy and Security Rule as set forth in 45 CFR Parts 160 and 164.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of this Exhibit.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such

request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of this Exhibit, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

The Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act, as codified at 45 CFR Parts 160 and 164 and as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, including this Exhibit, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule,

and applicable federal and state law.

- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity under the Agreement.
- d. Interpretation. The parties agree that any ambiguity in the Agreement or this Exhibit shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of this Exhibit in section (3)k, and the defense and indemnification provisions of section (3)d shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

University of New Hampshire

Marilee Nihan
Signature of Authorized Representative

Karen M. Jensen
Signature of Authorized Representative

Marilee Nihan
Name of Authorized Representative

Karen M. Jensen
Name of Authorized Representative

Deputy Commissioner
Title of Authorized Representative

Manager, Sponsored Programs Administration
Title of Authorized Representative

6/10/15
Date

6/9/15
Date

SSM



MTJ
56

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

BUREAU OF DEVELOPMENTAL SERVICES

Nicholas A. Toumpas
Commissioner

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 TDD Access: 1-800-735-2964

Diane Langley,
Director
Sheri Rockburn,
Director

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.

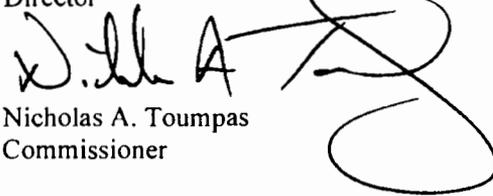
Your approval of this request would be greatly appreciated.

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 *KJ*
 Date *4/24/14*

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.

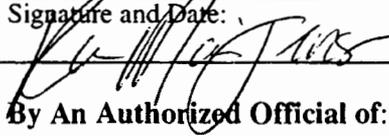
IN WITNESS WHEREOF, the University System of New Hampshire, acting through the University of New Hampshire and the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, Bureau of Developmental Services have executed this Project Agreement.

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

Name: Karen M. Jensen

Title: Manager, Sponsored Programs Administration

Signature and Date:

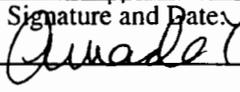
 4/24/14

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

Name: Amanda C. Godlewski

Title: Attorney

Signature and Date:

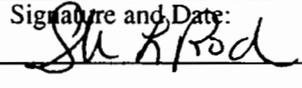
 5/20/14

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

Name: Sheri L. Rockburn

Title: Director

Signature and Date:

 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 |
| Total Project Costs: | 190,231 | | |

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 |



DONALD S. HILL
Commissioner
(603) 271-3201

State of New Hampshire
DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
State House Annex • Room 120
25 Capitol 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 Litzel, 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 ____ day of _____, 20__, 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.

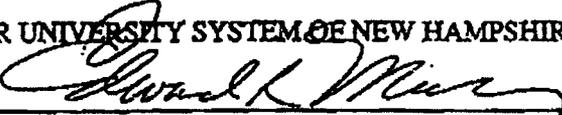
F. OTHER

- Names of University System Board of Trustees

21. APPROVALS AND AMENDMENTS

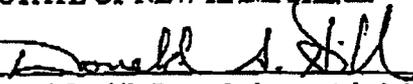
This Master Agreement is hereby approved and effective as of the date of the last signature below by an authorized representative of the University System of New Hampshire, State of New Hampshire, and Governor and Executive Council. Any amendments to this Master Agreement must be approved in writing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