



NEW HAMPSHIRE
COUNCIL ON
DEVELOPMENTAL DISABILITIES

June 24, 2019

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

REQUESTED ACTION

Authorize the New Hampshire Council on Developmental Disabilities to enter into an agreement with University of New Hampshire's Institute on Disability vendor # 177867, 56 Old Suncook Road, Suite #2, Concord, NH 03301, in the amount of \$100,000. Providing Post-Secondary Educational Opportunities for Individuals with a Label of Intellectual and Development Disabilities (I/DD), effective upon Governor and Council approval through June 30, 2021. The source of funds is 100% federal.

Funding to support this request are anticipated to be available in the following account for State Fiscal Years 2020 and 2021 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal years through the Budget Office, if needed and justified:

01-97-97-970010-71350000 – Developmental Disabilities Council	
Class 072-500575, Grants Federal	
Fiscal year	
2020	\$50,000
2021	\$50,000

EXPLANATION

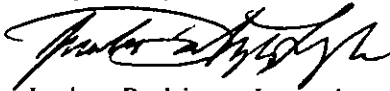
Councils on Developmental Disabilities were created by the federal Developmental Disabilities Act (DD Act) in 1970. The New Hampshire Council was established in 1971. Councils are located in every State and Territory and represent a Federal-State partnership to expand opportunities and improve the quality of life of people with developmental disabilities and their families. 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.

This project agreement provides funding to aid in the Council's 5-year plan by creating systems change in higher education, increasing the state's capacity to avail inclusive postsecondary opportunities to students with intellectual disabilities, data collection with measurable benchmarks in the effort to build the systems change evidence base, and to identify and share best practices in inclusive higher education

for future replication. With the specific goal to Implementing Think College National Standards according to the Higher Education Opportunity Act of 2008 for students with intellectual disabilities on the Durham Campus. This will be accomplished by establishing and implementing peer and academic coaching policies as procedures as well as facilitating, implementing, and monitoring fulfillment of person centered plans.

The geographic area served by this project agreement is statewide. The source of funds is 100% federal funds. In the event that federal funds become no longer available, general funds will not be used to support this contract.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Isadora Rodriguez-Legendre', written in a cursive style.

Isadora Rodriguez-Legendre
Executive Director

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, **Council on Developmental Disabilities**

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, **Council on Developmental Disabilities**, (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 **9/30/22**. 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: **UNH-4U Pilot: Post Secondary Education Opportunity for Individuals with a Label of Intellectual Disability**

- 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: Ronnieann Rakoski, Director of Policy and Planning

Address: NH Council on Developmental Disabilities

2 1/2 Beacon Street
Concord, NH 03301

Phone: 603-271-7042

Campus Project Administrator

Name: Susan Sosa, Sr. Grant & Contract Administrator

Address: University of New Hampshire
Sponsored Programs Administration

51 College Rd. Rm 116
Durham, NH 03824

Phone: 603-862-4848

- 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: Isadora Rodriguez-Legendre, Executive Director

Campus Project Director

Name: Tobey Partch-Davies

Address: NH Council on Developmental
Disabilities
2 1/2 Beacon Street
Concord, NH 03301

Phone: 603-271-1157

Address: University of New Hampshire
Institute on Disability
56 Old Suncook Road, Suite #2
Concord, NH 03301

Phone: 603-228-2084

- F. Total State funds in the amount of **\$100,000** have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

Campus will cost-share **25 %** 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. **52019** from **DDAct State Councils on Developmental Disabilities (SCDD)** under CFDA# **93.630**. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

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

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

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

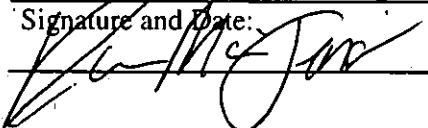
IN WITNESS WHEREOF, the University System of New Hampshire, acting through the **University of New Hampshire** and the State of New Hampshire, have executed this Project Agreement.

By An Authorized Official of:
University of New Hampshire

Name: Karen M. Jensen

Title: Manager, Sponsored Programs Administration

Signature and Date:

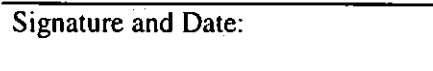
 6/19/19

By An Authorized Official of:
**New Hampshire Council on Developmental
Disabilities**

Name: Isadora Rodriguez-Legendre

Title: Executive Director

Signature and Date:



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

Name: ERIK BO

Title: Attorney

Signature and Date:



6/28/2019

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

Name: _____

Title: _____

Signature and Date: _____

EXHIBIT A

- A. **Project Title:** UNH-4U Pilot: Post Secondary Education Opportunity for Individuals with a Label of Intellectual Disability
- B. **Project Period:**
- C. **Objectives:**
- D. **Scope of Work:**
- E. **Deliverables Schedule:**
- F. **Budget and Invoicing Instructions:** See Attached

EXHIBIT B

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

Special Federal provisions are listed here: None or **Uniform Guidance issued by the Office of Management and Budget (OMB) in lieu of Circulars listed in paragraph above.**



**NEW HAMPSHIRE
COUNCIL ON
DEVELOPMENTAL DISABILITIES**



COOPERATIVE AGREEMENT FOR SERVICES

Between

University of New Hampshire's Institute on Disability

And

New Hampshire Developmental Disabilities Council, Inc.

2 ½ Beacon Street, Suite 10, Concord, NH 03301

Section I. Statement of Work

As a condition of this agreement IOD assumes responsibility for the specific operational, fiscal, and monitoring responsibilities cited in this agreement for the purpose of meeting the objective of the Council, and agrees to carry out these duties consistent with all the conditions and terms of this agreement, and all applicable federal and state laws, regulations and requirements. In addition, by signing this agreement, IOD acknowledges the substantial operational-level oversight retained by the Council staff under this agreement for the duration of the agreement performance period.

The purpose of this cooperative agreement is to establish the relationship between the Council, as the administrative entity for the grant funds, and the IOD as the operational sub-recipient. This agreement also identifies specific operational, fiscal, and monitoring responsibilities for each party to this agreement.

In order to ensure the proper execution of the responsibilities held at both state and local level, IOD will maintain systems to assure the appropriate use and integrity of these grant funds. Furthermore, IOD acknowledges that the Council is the primary contact with federal agencies. As such, all sub-recipients communication with federal agencies for activities covered by this agreement must be directed through appropriate Council staff. In signing this agreement, IOD acknowledges and understands the boundaries and authority implicit in this cooperative agreement.

The roles and responsibilities listed below for each party to this agreement reflects the specific level of collaboration, participation, and intervention anticipated for the successful implementation of the pilot for Post-Secondary Educational Opportunities for Individuals with a Label of Intellectual Disability.

UNH-4U Pilot

Operational and oversight responsibilities held by IOD shall include the following:

A. Goals and Objectives



**NEW HAMPSHIRE
COUNCIL ON
DEVELOPMENTAL DISABILITIES**



1. UNH-4U will pilot Think College National Standards according to the Higher Education Opportunity Act of 2008 for the first cohort of students with intellectual disabilities on the Durham campus.
 - a. Submit federal application
 - b. Develop program policies and procedures
 - c. Submit academic application
 - d. Offer faculty training
 - e. Monitor student academic progress
2. Establish and implement Peer and Academic coaching policies and procedures.
 - a. Establish policies and procedures
 - b. Complete mentor training
 - c. Implement student/mentor schedules
 - d. Conduct Satisfaction surveys
 - e. Case Studies
3. Facilitate implement, and monitor fulfillment of Person Centered Plans: Academics, Health, Campus Life, Independent Living, and Social Development.
 - a. Facilitate PCPs for students
 - b. Monitor outputs per student
 - c. Monitor self-advocacy in meetings and on campus
 - d. Monitor Skills Gain
 - e. Monitor Independent Living.
4. Establish implement, and monitor course of study for UNH-4U students.
 - a. Submit academic application to establish certificate course of study
 - b. Pilot test course of study
 - c. Monitor individualized learning agreements
 - d. Offer faculty training
 - e. Pilot test service agreements with NHVR
 - f. Pilot test AA support dollars
5. Collaborate and build capacity for higher education in NH.
 - a. Maintain regularly scheduled meetings with Statewide Think College Committee
 - b. Information dissemination



**NEW HAMPSHIRE
COUNCIL ON
DEVELOPMENTAL DISABILITIES**



6. Progress and financial reporting

- a. Submit semi-annual progress reports
- b. Submit quarterly documentation of expenditures

B. Performance Targets

The Developmental Disabilities Council is accountable to the federal government for the projects it funds in terms of quantifiable performance targets. Performance targets are measurable, observable outcomes which describe a change in the circumstances or condition of target individuals, groups, programs or institutions, are bound in time, ambitious but achievable and which define success.

Ideas must be to implement a new service approach that addresses the specific needs individuals interested in post-secondary education opportunities.

This pilot project must monitor and achieve results that are measurable according to the following criteria:

1. Demonstrate emerging/best practices for direct service delivery leading to systems change and quality improvement. In services/supports for individuals with Intellectual disabilities.
2. Develop trainings to increase capacity in the system to serve individuals with an intellectual disability interested in pursuing higher education.
3. Data collection for the purpose of capturing progress and success with description of measurable benchmarks.
4. Developing a system in gathering information and data collection for the purposes of capturing the progress and the successes within the program.
5. Developing and sharing created reports/presentations/materials to demonstrate results and best practices for project replication.

C. Product/Deliverables

1. Development of appropriate eligibility and selection criteria for program participation.
2. Demonstration of how this pilot improves services/quality and leads to capacity building and systems change.
3. Measure increase in post-secondary education opportunities for provision of supports and services needed for success/program completion/certificate program.
4. Collaboration and communication strategies amongst academic and campus community support systems.



**NEW HAMPSHIRE
COUNCIL ON
DEVELOPMENTAL DISABILITIES**



5. Development of a system for documenting information to be analyzed, as well as showing progress and successes.

D. Methodologies

1. Direct service delivery
2. Education and training
3. Data collection and analysis
4. Quarterly and annual reporting
5. Financial reporting

E. Personnel

1. Ensure that all staff whose time is charged to the grant is directly involved in allowable grant activities only.
2. Ensure that sufficient staff is available to complete contracted objectives. Staffing under this agreement shall be maintained in accordance with planned staffing patterns as agreed per your proposal with the Council and provided for in the approved grant budget, unless otherwise authorized by the Council.
3. Notify the Council immediately when any position funded under this agreement is vacant.
4. Fill staff vacancies with qualified candidates as quickly as possible, using appropriate hiring processes.
5. Ensure that the role and responsibilities of the Project Lead are carried out consistent with the agreed-upon duties, as per your proposal with the Council prior to the implementation of grant activities.

F. Staff Training

1. Train all key staff funded under this agreement on grant process and procedures, performance outcomes measures, and appropriate use of approved process forms.
2. Ensure that all appropriate staff is fully trained in the use of the case management systems, reporting requirements and interpretation of report data.
3. Ensure staff is knowledgeable about the terms and conditions of this cooperative agreement to ensure system-wide compliance.
4. Engage experts to meet training and technical assistance needs.

G. Marketing/Promotions



**NEW HAMPSHIRE
COUNCIL ON
DEVELOPMENTAL DISABILITIES**



1. Coordinate any publicity and other promotional activities with the Council, who will be informed in advance of any promotional plans.
2. Ensure any written and electronic materials developed with these grant funds or promoting the IOD shall clearly state the Council is a sponsor of the project and related activities.
3. Comply with the disclaimer requirements of 29 CFR part 37 (Equal Opportunity) on all solicitations, advertisements, or promotional activities.
4. Ensure that all staff funded under this agreement is informed about and supportive of the Council initiated marketing and/or promotion activities and as available assist in the implementation of special marketing promotional efforts.

H. Acknowledging Council

1. All written materials flyers, publications, and audio-visual materials (including website postings) must state the following:

This pilot project is made available, in part, through funding provided by the NH Council on Developmental Disabilities

2. This acknowledgment is also necessary on products published with other funds, if those funds will be claimed as non-federal match for a Council project.
3. In addition to the required statement, if the IOD's logo appears on the product, the Council logo shall also appear in the same size and be given the same prominence.
4. If this statement/logo is not included on the product, cost may be disallowed.

I. System Management Requirements and Reporting

1. Maintain effective financial systems for the planning and budgeting of grants funds in accordance with federal, state regulations and the Council's policy.
2. Develop, with the Council, a procedure regarding requests for reporting, and ensure IOD staff are informed of and adhere to the established procedure.
3. Provide the Council as per RFP, a narrative performance report to support/explain performance data results on a semi-annual basis, and include specific course corrections if program objectives are not being met.
4. Ensure that all established reporting requirements identified in this agreement are accurate and submitted to the Council by no later than the deadlines stipulated in this agreement.



NEW HAMPSHIRE
COUNCIL ON
DEVELOPMENTAL DISABILITIES



J. Vendor Responsibilities/Requirements

1. Prepare the appropriate documents (including competitive procurement documents, if appropriate) are developed for the award and payment of grant funds to local providers, and vendors as necessary and appropriate, prior to authorizing any payments.
2. Ensure that no assignment or subcontracting of any of the rights or responsibilities assigned to the IOD under this agreement shall be initiated unless approved in writing by the Council or unless clearly described in the Statement of Work. Contracts negotiated by IOD with vendors must be consistent with the terms and conditions stipulated in this original agreement, including subcontracts with vendors/agencies involved in service delivery and necessary support for individuals enrolled in the pilot project.

K. Policy and Procedure Process

1. Implement operational and reporting procedures as necessary as per RFP to ensure federal and state goals, objectives, and performance measures are met. Prior to implementation, all policies must be reviewed and approved by the Council.
2. Train all key staff funded under this agreement in operational policies and reporting procedures.
3. Share all newly developed policies and procedures with all staff within 30 days of the policy/procedure effective date.

L. Monitoring

1. IOD shall participate in a comprehensive internal project monitoring at least once during the agreement period at a time and date agreed on by the IOD and the Council. Monitoring efforts shall be designed to ensure program compliance; including the monitoring of any vendors/sub-recipients relationships. IOD shall submit a complete copy of each monitoring report to the Council.
2. Conduct a comprehensive fiscal monitoring review at least once per contract period that includes a review of any and all sub-contracts funded in full or part with funds authorized within this cooperative agreement.
3. Ensure that staff complies with the Council's monitoring schedule requirements, and allow for full access to information, records and staff for compliance monitoring purposes.



**NEW HAMPSHIRE
COUNCIL ON
DEVELOPMENTAL DISABILITIES**



4. Respond to monitoring reports and/or corrective action directives within the time specified by the Council.
5. Assist with problem resolution for any audit and/or federal compliance findings.

M. Participant Confidentiality

1. Ensure that participant confidentiality is maintained at all times. IOD agrees to maintain the confidentiality of any information regarding project participants and their immediate families that may be obtained through surveys, interviews, reports from public agencies, or any other source. Without the permission of the participant such information shall be divulged only as necessary for purposes related to the performance or evaluation of this agreement, and to persons having responsibilities under the agreement. IOD agrees to take reasonable steps to ensure the physical security of such data under its control and that it will inform each of its employees, vendors and sub-recipients having any involvement with personal data or other confidential information of the laws and regulations relating to confidentiality.
2. Ensure that all key staff is knowledgeable about the rules and procedures governing confidentiality.

New Hampshire Council on Developmental Disabilities (Council)

The Post-Secondary Educational Opportunities for Individuals with a Label of Intellectual Disability's Project Director for the Council will serve as the cooperative agreement manager and primary liaison between the IOD and Council regarding this agreement and all other program operational issues, and as such will draft for the Council approval any modifications to this cooperative agreement. The IOD Project Director's duties in relationship to this agreement will include, but not limited to, the provision of ongoing technical assistance, local level program monitoring, and design/implementation program evaluation/continuous improvement strategies to ensure proper and timely program implementation, program compliance and performance achievement.

Operational and oversight responsibilities held by the Council shall include, but not limited to the following:

A. Technical Assistants/Continuous Improvement/System Capacity Building

1. Provide ongoing technical assistance to IOD to ensure compliance with the terms and conditions of this agreement and/or to promote effectiveness.
2. Develop local level operational and fiscal policies, and reporting procedures as necessary and/or needed to ensure federal and state goals, objectives, and performance measures for the grant are met. If the policies and procedures are specific to this grant, the Council will share with IOD for review and comment. Otherwise, standard Council policies currently in place will govern.



**NEW HAMPSHIRE
COUNCIL ON
DEVELOPMENTAL DISABILITIES**



3. Develop and/or coordinate with the IOD the implementation of continuous improvement strategies to improve grant implementation.

B. Marketing/Promotions/Outreach to Participants, Agencies and Employees

1. Assist in the development of marketing and promotional material/activities to promote public/business awareness of Educational Opportunities for Individuals with a Label of Intellectual Disability.
2. Provide marketing and outreach technical assistance to the IOD as needed to ensure project goals are achieved according to plan.

C. System Management Requirements and Federal Reporting

1. Maintain effective financial systems for the planning and budgeting of grant funds in accordance with federal/state regulations and Council policy.
2. Prepare and submit to Council all required operational and fiscal federal reporting.

D. Subcontracting Authority

1. The Council retains sole right to subcontract for any services detailed in this agreement that cannot be directly provided by staff under this agreement.

E. Monitoring

2. Conduct extensive monitoring reviews to ensure full compliance with the terms and conditions of this agreement, and all other applicable federal laws and regulations. The first review will occur within 120 days of effective date of this agreement. The Council will forward a copy of the proposed monitoring tool to the IOD prior to each on-site monitoring visit and negotiate times for on-site visits that accommodate each party's schedule.
3. Submit a written monitoring report to the IOD by no later than 60 days after the last day of a scheduled on-site monitoring review, complete with specific instruction regarding any corrective action required.

Section II. Budget and Cash Management ---IOD

- A. The total amount paid out under this agreement shall not exceed \$100,000.00.



**NEW HAMPSHIRE
COUNCIL ON
DEVELOPMENTAL DISABILITIES**



- B. A non-federal match of 25% is required by the grantee or the grantee's partners to accomplish the purposes of the grant. Activities or products targeted to individuals with developmental disabilities who live in urban or rural poverty areas require a 10% match.
- C. Matching funds include non-federal public or private funds, funds that are not used as match for any other federal program, unrecovered indirect costs, either cash or in-kind, fairly evaluated.
- D. IOD will adhere to the line item budget of planned program costs as approved by the grant officer. Under the Master Agreement, the IOD can account for up to 10% re-budget without approval.

IOD - Think College 7/1/19-6/30/21																										
Category	Position	Salary	FTE	Year 1	Year 2	Total																				
Personnel @ Full Fringe Rate:																										
TBD	Program Coordinator	\$55,000	0.25	13,750	14,025	27,775																				
Total Personnel @ FF			0.25	13,750	14,025	27,775																				
Personnel @ Partial Fringe Rate:																										
Hourly Inclusion Facilitators (2)	Hourly			17,277	17,277	34,554																				
Total Personnel @ PF				17,277	17,277	34,554																				
Total Personnel:				31,027	31,302	62,329																				
Fringe Benefits:				7,570	7,693	15,263																				
Total Personnel & Fringe Benefits:				38,597	38,995	77,592																				
Other:																										
Supplies				585	187	772																				
Travel				500	500	1,000																				
Total Other:				1,085	687	1,772																				
Total Direct Costs:				39,682	39,682	79,364																				
F&A	Rate		0.26	10,318	10,318	20,636																				
Grand Total:				50,000	50,000	100,000																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Match</th> <th>Year 1</th> <th>Year 2</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Staff Salary</td> <td>6,842.00</td> <td>6,842.00</td> <td>13,684.00</td> </tr> <tr> <td>Fringe</td> <td>3,079.00</td> <td>3,079.00</td> <td>6,158.00</td> </tr> <tr> <td>Associated F&A</td> <td>2,579.00</td> <td>2,579.00</td> <td>5,158.00</td> </tr> <tr> <td>Total</td> <td>12,500.00</td> <td>12,500.00</td> <td>25,000.00</td> </tr> </tbody> </table>							Match	Year 1	Year 2	Total	Staff Salary	6,842.00	6,842.00	13,684.00	Fringe	3,079.00	3,079.00	6,158.00	Associated F&A	2,579.00	2,579.00	5,158.00	Total	12,500.00	12,500.00	25,000.00
Match	Year 1	Year 2	Total																							
Staff Salary	6,842.00	6,842.00	13,684.00																							
Fringe	3,079.00	3,079.00	6,158.00																							
Associated F&A	2,579.00	2,579.00	5,158.00																							
Total	12,500.00	12,500.00	25,000.00																							

- E. The IOD can carryover grant money not spent during the year; however, all grant money shall be spent on or before August 30, 2020.



**NEW HAMPSHIRE
COUNCIL ON
DEVELOPMENTAL DISABILITIES**



- F. IOD shall submit quarterly documentation of expenditures. Assuming no irregularities in the documentation, the Council shall pay invoice within 30 days.
- G. Documentation shall be sufficiently detailed as to allow the Council to comprehend the allocation of funds supporting the IOD commitment under this agreement. Documentation should be reported separately for each grant year submitted.
- H. IOD shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized Council staff and/or its auditors.
- I. IOD shall adhere to all cash management policies and procedures stipulated in the body of this agreement, assurances, certifications, and all other applicable Federal, State, and Council cash management regulations and policies.
- J. The Council reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by Council and/or federal agencies.

Section III. Assurances and Certifications

University of New Hampshire – Institute on Disability assures and certifies that the following will be adhered to:

- A. Federal Standards and Uniform Administration Requirements for State and Local Governments, Institutions of Higher Education and Other Non-Profit Organizations Title 29 CFR, Parts 95-97, and OMB Circulars A-21, A-87, or A-122.
- B. In addition, all procurement contracts and other transactions must be conducted only on a cost reimbursement basis. No provision for profit is allowed. A modified cost reimbursement process, which allows for regular estimated payments, is permitted as long as a reconciliation of expenses and cash drawn is conducted no less frequently than quarterly.
- C. Insurance. Before commencing work on this contract IOD shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefit of the Council, comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per incident. This requirement is waived for independent consultants.
- D. The IOD shall comply with the provisions of:
 - 1. 29 CFR Part 93 Restrictions on Lobbying
 - 2. 29 CFR Part 98 Government wide Debarment and Suspension, Requirements for a Drug Free Workplace



NEW HAMPSHIRE
COUNCIL ON
DEVELOPMENTAL DISABILITIES



3. 29 CFR Part 37 Nondiscrimination and Equal Opportunity Requirements
4. OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations
5. The Americans with Disabilities Act of 1990, as amendment 2008 (Pub. L. 101-336, 104 Stat. 327, 42 U.S.C 12010-12213 and 47 U.S.C 225 and 611)
6. Hatch Act (5 U.S.C. Subsection 1501-1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
7. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 as amended (P.L. 91-616)
8. Section 504 of the Rehabilitation Act of 1973 as amended (20 U.S.C. Section 794, 29 CFR Part 32)
9. Title IX of the Education Amendments Act of 1972 as amended (20 U.S.C. Subsection 1681-1683, and 1685-1686)
10. The Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101-6107)
11. Title VI of the Civil Rights Act of 1964 (P.L. 88-352 / 29 CFR Part 31)
12. Drug Abuse Office and Treatment Act of 1972 (P.L. 92-225) as amended
13. The IOD shall not select, promote, or reject a participant, vendor, or sub-recipient/contractor based on political affiliations or belief. The selection or advancement of employees as a reward for political services or as a form of political patronage is prohibited whether or not the political service or patronage is partisan in nature.
14. The IOD shall be aware of, and abide by, any and all conflicts of interest policies currently in place, or later established by the Council.
15. No officer, employee, or agent of IOD shall solicit or accept gratuities, favors, or anything of monetary value from any actual or potential participant or any of its potential sub-recipient/contractors.



NEW HAMPSHIRE
COUNCIL ON
DEVELOPMENTAL DISABILITIES



16. No funds under this agreement shall be used in any way to either promote or oppose unionization.
17. All grant expenditures shall be supported with source documentation such as cancelled checks, invoices, etc. Sufficient internal controls shall exist to prevent fraud and program abuse.
18. Any person with knowledge of fraud, abuse, or criminal activity shall report such activity to the Council within three (3) working days of obtaining such knowledge.
19. The additional method shall be required to use of all records pertinent to the grant including participant, employee, financial, statistical, and non-expendable property records and supporting documents for a period of three years beginning on the date of IOD's submission of the final report to the Council.

Records include, but are not limited to, books of account for the expenditure of grant funds that enable the Council, the State to audit and monitor program.

If, prior to the expiration of the three-year retention period, any litigation or audit is began or a claim is instituted involving the grant covered by the records, IOD shall retain the records beyond the three-year period until the litigation, audit findings, or claim has been finally resolved.

Upon written request of the Council records with long-term retention value (beyond the three-year period) shall be transferred to the Council.

The IOD shall carry out the destruction or disposal of any or all documentation, in a manner so as to preserve the confidentiality of said material.

20. The IOD shall observe the Federal and State regulatory policies regarding public access to records and confidentiality of personnel records maintained for a program under this grant.
21. If the IOD has been found to be in violation of the non-discrimination and/or equal opportunity provisions of enacted law, the Council shall follow their policy, based on the administrative procedures set forth in 29 CFR part 37.
22. The IOD shall be responsible for refund, repayment, and reimbursement for funds under the following conditions:
 - i. When any or all monies provided under this contract or under any previous contract have been expended by the IOD in a manner or for a purpose



NEW HAMPSHIRE
COUNCIL ON
DEVELOPMENTAL DISABILITIES



determined by the Council as a result of audit or monitoring to be in violation of the provisions of the contract, Act, Federal Regulation, or State Policy, such sum shall be due and owing to the Council and shall be repaid to the Council immediately upon demand, from funds other than those provided under federal sources.

- ii. When any cost charged to or any expenditure of, funds or proceeds of funds provided under this contract or under previous contract is not supported, documented or otherwise accounted for by the IOD as required by the contract, Act, Federal Regulation, or State Policy, and is determined by the Council not to be allowable or allowable cost or expenditure, such sum shall be due and owing the Council, and shall be repaid to the Council immediately upon demand from funds other than those provided under federal sources.

23. The Council may, in lieu but not to the exclusion of suspension or termination, or transfer, impose additional standards of performance on the IOD if the Council determines on the basis of monitoring, audits or evaluation, that the IOD has a history of poor performance, is not financially stable, or has a management system which does not meet Council standards as set forth in the contract.

A meeting between the Council and IOD will occur for discussion of the Council's concerns regarding the IOD's performance before the Council imposes additional standards of performance upon the IOD.

In imposing additional standards of performance, the Council shall notify the IOD of the additional standards imposed, an explanation as to why the standards are needed, and any corrective actions which must be taken by the IOD to have the additional standards removed.

24. In the event of notification to the IOD of termination, suspension or transfer by the Council, the IOD shall, at the direction of the Council, immediately cease and desist from any and all expenditure, commitment or encumbrance of any and all monies received by the IOD under this or any previous contract with the Council. Any monies so received by the IOD and remaining at the time of termination, suspension, or transfer shall be immediately refunded or otherwise disposed of by the IOD in accordance with the direction of the Council.

In the event of termination, suspension or transfer, the IOD warrants that it will fully cooperate with and provide all reasonable assistance to the Council in effecting or maintaining continuity of services to participants, including, but not limited to, the efficient and orderly transfer of services, benefits, funds, and administration of programs and activities to such other parties or organizations as directed by the Council.



NEW HAMPSHIRE
COUNCIL ON
DEVELOPMENTAL DISABILITIES



To the extent that reasonable and allowable expense are incurred after the cessation of the contract in effecting and maintaining continuity of participant services as above described and there having been no funding already provided to cover these expenses by the Council the IOD shall be reimbursed for those expenses.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/01/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fred C. Church, Inc. 41 Wellman Street Lowell, MA 01851	1-800-225-1865	CONTACT NAME: Josh Trowbridge PHONE (A/C No. Ext): 978-322-7170 E-MAIL ADDRESS: jtrowbridge@fredcchurch.com	FAX (A/C No.):
INSURED University System of New Hampshire 5 Chenell Drive, Suite 301 Concord, NH 03301	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: United Educators Insurance	
		INSURER B: Acadia Insurance Company	
		INSURER C: United Educators	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 54502979 REVISION NUMBER:

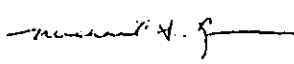
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		E01-95B	11/01/18	11/01/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CAA150094427	11/01/18	11/01/19	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		E01-95B	11/01/18	11/01/19	EACH OCCURRENCE \$ 40,000,000 AGGREGATE \$ 40,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		E01-95B	11/01/18	11/01/19	Each Occ. 1,000,000
C	Educators Legal Liability		E01-95B	11/01/18	11/01/19	Aggregate 3,000,000 Ea. Occ./Agg. 25,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of insurance University of New Hampshire at Durham, University of New Hampshire at Manchester, Keene State College, Plymouth State University, NHPB, New Hampshire Public Television (NHPTV), University of New Hampshire Foundation, Inc., UNH Alumni Association, Center for Public Responsibility and Corporate Citizenship, Granite State College, New Hampshire Fiber Network, Inc. (NHFN, Inc.)

****Additional Insured Status is Provided Where Required by Contract****

CERTIFICATE HOLDER	CANCELLATION
Los Alamos National Laboratory PO Box 1663, MS D442 Los Alamos, NM 87545 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

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State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that UNIVERSITY SYSTEM OF NEW HAMPSHIRE a New Hampshire State Chartered (Legislative) formed to transact business in New Hampshire on August 16, 1981. I further certify that it has paid the fees required by law and has not dissolved.

Business ID: 66980



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of January A.D. 2018.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State