



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF DEVELOPMENTAL SERVICES

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

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

June 4, 2013

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

Handwritten notes: #2 - Sole Source, 26% - Other Funds - Transfer from DOE, 74% - General Funds

Requested Action

- 1. Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Developmental Services and the Department of Education, Division of Instruction to enter into a Memorandum of Agreement to support a co-funded agreement with the Institute on Disability at the University of New Hampshire, Durham, New Hampshire 03824. The Memorandum of Agreement will be effective July 1, 2013, or the date of Governor and Executive Council approval, whichever is later through June 30, 2014. Funds in the amount of \$50,000 will be transferred, within 30 days of Governor and Executive Council approval, for the contract by the Department of Education, Division of Instruction to the Division of Community Based Care Services, Bureau of Developmental Services for the period July 1, 2013, or the date of Governor and Executive Council approval, whichever is later through June 30, 2014. Funds from the New Hampshire Department of Education are anticipated to be available in State Fiscal Year 2014, upon the availability and continued appropriation of funds in the future operating budget.

06-56-56-562510-4110 EDUCATION, EDUCATION DEPT OF, EDUCATION DEPT OF, SPECIAL EDUCATION, SPECIAL EDUCATION-ELEM/SEC

Table with 4 columns: Fiscal Year, Class/Object, Class Title, Amount. Row 1: SFY 2014, 049-500294, Transfer to Other State Agencies, \$50,000

- 2. Contingent upon approval of Requested Action number 1 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, 2013, or the date of Governor and Executive Council approval, whichever is later through June 30, 2014, 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 anticipated to be available in State Fiscal Year 2014, upon the availability and continued appropriation of funds in the future 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

Table with 4 columns: Fiscal Year, Class/Object, Class Title, Amount. Row 1: SFY 2014, 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, in collaboration with the New Hampshire Division of Instruction, 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.

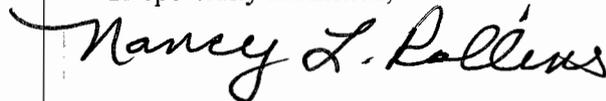
The Agreement between State agencies allows for the most efficient and cost-effective method for payment and monitoring. Funds in the amount of \$190,231 for the provision of these services will be 26% other funds from the Division of Instruction and 74% general funds from the Bureau of Developmental Services.

Area served: statewide.

In the event that the other funds become no longer available, general funds will not be requested to support this program.

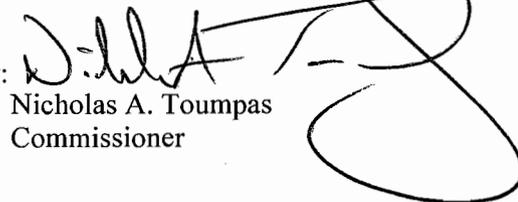
Your approval of this request would be greatly appreciated.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

AGREEMENT

Bureau of Developmental Services
and
Division of Instruction

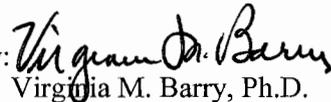
WHEREAS, the Division of Instruction applied for and received discretionary federal funds from the Individuals with Disabilities Education Act (Part B) to provide for the development of a core curriculum to address interdisciplinary training and intervention strategies for children and youth with disabilities; and

WHEREAS, the Division of Community Based Care Services, Bureau of Developmental Services is well qualified to contract to the development of research and demonstration projects to benefit and support the state and local agencies who have responsibility for serving persons with disabilities in New Hampshire. Therefore,

IT IS HEREBY AGREED THAT THE Division of Instruction is contracting with the Division of Community Based Care Services, Bureau of Developmental Services for the development of the core curriculum. Funds in the amount of \$50,000 will be transferred, within 30 days of Governor and Executive Council approval, for the contract by the Division of Instruction to the Division of Community Based Care Services, Bureau of Developmental Services for the period of Governor and Executive Council approval through June 30, 2014.

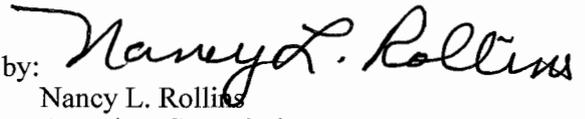
FURTHER, it is agreed that the Division of Community Based Care Services, Bureau of Developmental Services will provide the Division of Instruction with quarterly updates on activities and such other progress and financial reports as may be necessary.

Approved by:



Virginia M. Barry, Ph.D.
Commissioner
Department of Education

Approved by:



Nancy L. Rollins
Associate Commissioner
Division of Community Based
Care Services



Nicholas A. Toumpas
Commissioner
Department of Health & Human Services

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 **6/30/14**. 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: **FY 2014 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: Matthew Ertas
 Address: NH DHHS-DCBCS
 Bureau of Developmental Services
 105 Pleasant Street, Main Building
 Concord, NH 03301
 Phone: 271-5034

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: Matthew Ertas
 Address: NH DHHS-DCBCS
 Bureau of Developmental Services
 105 Pleasant Street, Main Building
 Concord, NH 03301
 Phone: 271-5034

Campus Project Director

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

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. **CAN923D** from **U.S. Department of Education** under CFDA# **84.027**. 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 & Administration Costs) in order to meet unanticipated needs. University System may not reallocate funds between cost categories for any reason that is inconsistent with the original intent of the State's appropriation of funds. Budget reallocations in excess of 15% of the cumulative cost of a Project Agreement shall require State approval.

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

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

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

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

Name: Karen M. Jensen
 Title: Manager, Sponsored Programs Administration
 Signature and Date: [Signature] 6/4/13

**By An Authorized Official of: the New
Hampshire Office of the Attorney General**
 Name: Jeanne P. Herrick
 Title: Attorney
 Signature and Date: [Signature] 6/12/13

**By An Authorized Official of:
NH DHHS, Division of Community Based
Care Services, Bureau of Dev. Svcs.**

Name: Nancy L. Rollins
 Title: Associate Commissioner
 Signature and Date: [Signature] 11 June 2013

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

Campus Authorized Official [Signature]
 Date 6/4/13

EXHIBIT A

A. Project Title: FY 2014 Institute on Disability CORE Program Support

B. Project Period: G&C approval through June 30, 2014

C. Objectives: See D - Scope of work

D. Scope of Work: Campus agrees to complete the following activities for CORE funding from the State.

- 1) Support the development of a statewide approach to START services in NH including expansion to all ten Area Agencies (AA). Ongoing support includes facilitation of relationships with the Bureau of Behavioral Health and ten Community Mental Health Centers (CMHC), training in a variety of system linkage approaches, and access to the NH page of the START website.

Outcome: At least one Area Agency based START Coordinator from each of the ten AA's will be identified, participate in the required training and participate in the Collaborative model. They will participate in the national training series with CMHC partners, and access the START website for NH specific schedules and other relevant information.

- 2) Through the New Hampshire Leadership Series we will support leadership training for 35 parents, family members, individuals with disabilities, and 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.

- 3) 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: family engagement and support, early supports and services, Autism Spectrum Disorders (ASD), dual-diagnosis (DD/MH), drop-out prevention, transition from school to employment, Response to Intervention (RTI), literacy, 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.

- 4) 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).

- 5) Conduct a minimum of 10 training seminars/workshops/webinars and provide technical assistance (TA) for paraprofessionals, educators, administrators, and parents on topics related to identified education and/or school system needs including: Response to Intervention (RTI), early literacy, integrated recreation, transition from school to adult life, augmentative alternative communication, alternative assessment, and inclusive education best practices and strategies.

Outcome: At least 250 education leaders gain information on strategies to improve the quality and availability of services for children and youth in classrooms. The average level of satisfaction for these events will be 3 in a scale of 1 (not satisfied) to 4 (very satisfied).

- 6) Update and disseminate a report on the state-of-the state as it relates to disability supports and services in New Hampshire.

Outcome: The updated report will be available and disseminated to all relevant organizations and individuals in order to identify areas of need as well as areas of excellence in serving individuals with disabilities and their families in NH.

- 7) 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.

- 8) 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.

- 9) 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;
 Quarterly project report summaries; and
 Quarterly listing of current grants and projects.

F. Budget and Invoicing Instructions:

Budget Items	State Funding	Cost Sharing	Total
1. Salaries & Wages	100,237	0	100,237
2. Employee Fringe Benefits	45,107	0	45,107
3. Travel	1,500	0	1,500
4. Supplies and Services	23,005	0	23,005
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

Campus will submit invoices to the State on regular Campus invoice forms by 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.

PERSONNEL

\$100,237

Sue 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 \$27,610 in support of Ms. 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 IOD programs. This includes coordinating local, state, and national outreach with media outlets and organizations. This application is requesting \$16,284 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 \$8,849 in support of Dr. Schuh's salary.

Brittney DeVincenzo, Program Support (.50 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 \$6,240 in support of Ms. DeVincenzo's salary.

Peter Macalaster, Program Support. (.50 FTE). Mr. Macalaster 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 \$17,352 in support of Mr. Macalaster's salary.

Kathy Pirie, Sr. Program Support Assistant (.04 FTE). Ms. Pirie will be responsible for assisting the Director, Associate Director, and IOD project staff with all aspects of day-today administrative, HR and financial operations in Durham and Concord IOD offices. This application is requesting \$1,647 in support of this position.

Jennifer Squires, Program Support Assistant for Director. (.10FTE) 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 \$4,207 in support of this position.

Mary Straight, Program Support Assistant (.20 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 \$7,700 in support of Ms. Straight's salary.

Casey Eyring, Information Technology Specialist (.10 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 \$2,326 to support Mr. Eyring's position.

Nikki Guntz, Marketing and Communications Assistant (.05 FTE). Ms. Guntz 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 \$1,808 in support of Ms. Guntz's salary.

TBD, Information Technology Specialist (.05 FTE). This position 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 \$2,600 to support the position of the Information Technology Specialist.

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 \$3,614 to support Mr. Habib's position.

FRINGE BENEFITS

\$45,107

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 \$45,106 in support of fringe benefits.

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

\$22,205

Marketing and Communications. This application is requesting \$2,000 in support of a graphic design, multimedia, website consultation, advertising and other communications and marketing services to produce dissemination materials.

Local Travel - \$1,500 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.

Printing/Copying. \$250 is requested for the printing/copying of dissemination materials available to the public that are directly related to the various IOD projects.

Postage. This project is requesting \$237 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:
F & A @ 12%
Total

\$169,849
\$ 20,382
\$190,231

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