



Virginia M. Barry, Ph.D.
Commissioner of Education
Tel. 603-271-3144

Paul K. Leather
Deputy Commissioner of Education
Tel. 603-271-3801

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
FAX 603-271-1953
Citizens Services Line 1-800-339-9900

March 16, 2015

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

Sole Source

REQUESTED ACTION

Authorize the Department of Education to enter into a **Sole Source** Cooperative Agreement with the University of New Hampshire, Institute on Disability (IOD), (vendor code 177867), to assist the New Hampshire Department of Education, Bureau of Special Education in applying for a federal grant opportunity. This contract will be in effect from the date of Governor and Council approval through June 30, 2015 in an amount not to exceed \$8,125.00. These are 100% Federal funds.

Funding for this request is available from:

06-56-56-562510-41100000-072-509073	<u>FY'15</u> \$8,125.00
Contracts for Programs Services	

EXPLANATION

The New Hampshire Department of Education, Bureau of Special Education wishes to contract with University of New Hampshire, Institute on Disability (IOD), under **sole source** in lieu of the Request for Proposals (RFP) process as the IOD has a university-based focus for the improvement of knowledge, policies, and practices; and envisions a future where all people, including individuals living with disabilities, are fully engaged members of communities and where culturally appropriate supports that lead to independence, productivity and a satisfying quality of life are available to individuals and their families.

The New Hampshire Department of Education is applying for a federal grant opportunity entitled, Performance Partnership Pilots (P3) for disconnected youths. The Institute on Disability (IOD) will write the primary sections of the grant and coordinate collect of required grant documents and gather critical appendices, and ensure the grant is completed and submitted by the deadline.

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Performance Partnership Pilots for Disconnected Youth (P3) offers a unique opportunity to test innovative, cost-effective, and outcome-focused strategies for improving results for disconnected youth. It allows for States to blend funds and obtain waivers of certain programmatic requirements to help overcome some of the significant hurdles that States may face in improving outcomes for disconnected youth. Pilot sites will commit to achieve significant improvements for disconnected youth in educational, employment, and other key outcomes in exchange for this new flexibility. For P3, statute defines disconnected youth as individuals between the ages of 14 and 24 who are low income and either homeless, in foster care, involved in the juvenile justice system, unemployed, or not enrolled in or at risk of dropping out of an educational institution.

The Cooperative Agreement will include, but not limited to, the following:

- Write the primary sections of the grant and coordinate collect of required grant documents and gather critical appendices, and ensure the grant is completed and submitted by the deadline.

The University of New Hampshire, Institute on Disability (IOD) will be evaluated by the Department through the monitoring of the services provided. In addition, they will submit reports to the Department on the progress in meeting the objectives of the contract.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Virginia M. Barry Ph.D.
Commissioner of Education

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, Department of Education

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 Education**, (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: Performance Partnership Pilots (P3) for Disconnected Youth

- 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: Santina Thibedeau
 Address: Department of Education
101 Pleasant St.
Concord, NH 03301

 Phone: 603-271-6693

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: Mary Steady
 Address: Department of Education
101 Pleasant St.
Concord, NH 03301

 Phone: 63-271-3730

Campus Project Director

Name: Dr. JoAnne Malloy
 Address: University of New Hampshire
Institute on Disability
10 West Edge Dr.
Durham, NH 03824

 Phone: 603-228-2084

Campus Authorized Official KJ
 Date 2/25/15

F. Total State funds in the amount of \$8,125 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. **H027A120103-12A** from **U.S. Department of Education, Office of Special Education Programs** under CFDA# **84.027A**. 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, **Department of Education** 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] 2/25/15

**By An Authorized Official of:
Department of Education**

Name: Virginia M. Barry, Ph.D.

Title: Commissioner

Signature and Date: [Signature] 3/9/15

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

Name: Erin Melakye

Title: Attorney

Signature and Date: [Signature] 4/21/15

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

Name: _____

Title: _____

Signature and Date: _____

EXHIBIT A

- A. Project Title:** Performance Partnership Pilots (P3) for Disconnect Youth
- B. Project Period:** Upon approval through June 30, 2015; the total cost for all proposed products and services will not exceed \$8,125.00 for the length of the contract.
- C. Objectives:** Federal Grant Opportunity.
- D. Scope of Work:** The Campus will assist the State with applying for a federal grant opportunity entitled, Performance Partnership Pilots (P3) for disconnected youth. The Campus will write the primary sections of the grant and coordinate collection of required grant documents and gather critical appendices, and ensure that the grant is completed and submitted on time
- E. Deliverables Schedule:** The Campus will write the primary sections of the grant and coordinate collection of required grant documents and gather critical appendices, and ensure that the grant is completed and submitted on time.
- F. Budget and Invoicing Instructions:** Campus will submit invoices to State on regular Campus invoice forms no more frequently than monthly and no less frequently than quarterly. Invoices will be based on actual project expenses incurred during the invoicing period, and shall show current and cumulative expenses by major cost categories, and shall document cumulative cost sharing through the end of the invoicing period. State will pay Campus within 30 days of receipt of each invoice. Campus will submit its final invoice not later than 75 days after the Project Period end date.

Budget Items	State Funding	Total
1. Salaries & Wages	935	935
2. Employee Fringe Benefits	360	360
3. Travel	0	0
4. Supplies and Services	5,154	5,154
5. Equipment	0	0
6. Facilities & Admin Costs	1,676	1,676
Totals	8,125	8,125

Campus Authorized Official KS
Date 2/25/15

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 .