

108

MLC



Frank Edelblut  
Commissioner

Christine M. Brennan  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, N.H. 03301  
TEL. (603) 271-6133  
FAX (603) 271-1953

August 18, 2022

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the New Hampshire Department of Education (NHED), Bureau of Special Education to amend a **Sole Source** Cooperative Project Agreement with Keene State College, (KSC) (VC# 315187) Keene, NH, to provide services of an evaluator for the State Personnel Development Grant (SPDG) by increasing the price limitation by \$30,000 from \$313,791 to \$343,791 and extending the completion date from September 30, 2022 to September 30, 2023 effective upon Governor and Council approval. The Governor and Council originally approved this cooperative project agreement on September 18, 2019, item #89 and amended it on March 3, 2021, item #56. 100% Federal Funds.

Funds to support this request are available in the following account for Fiscal Year 2023 and anticipated to be available in Fiscal Year 2024, upon the availability and continued appropriation of funds in future operating budget, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office without further Governor and Council approval, if needed and justified.

06-56-56-562010-25060000 State Prof Development

	<u>FY2023</u>	<u>FY2024</u>
102-500731-Contracts for Program Services	\$22,000	\$8,000

**EXPLANATION**

This request is **Sole Source** because the Department is adding additional time and funding to allow KSC to continue evaluation services for the State Personal Development Grant (SPDG). The United States Department of Education, Office of Special Education Programs approved a request to extend the work of the SPDG for one year due to the impacts of COVID 19. NHED Bureau of Special Education Support

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council

Page 2

would like KSC, Center for Behavioral Health Innovation to continue to provide the services of an evaluator to support and inform the effectiveness of implementation of the SPDG.

KSC's Center for Behavioral Health Innovation improves practices through formative, summative, and interpretive evaluation. They work with community partners to improve behavioral health practice and outcomes for underserved populations. Children's behavioral health and the integration and improvement of behavioral health within schools are among the Center's primary area of focus.

KSC will conduct data analysis using a variety of existing data collection methods and sources, including, but not limited to; surveys, training, coaching, and meeting logs, as well as fidelity tools to inform progress and support outcomes while building long-term sustainability. Keene State College will provide timely and accessible data and analysis that addresses implementation effectiveness and informs ongoing SPDG development and suggest course corrections as needed. KSC will also provide required reports to the U.S. Department of Education, Office of Special Education Programs.

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

Respectfully Submitted,



Frank Edelblut  
Commissioner of Education

AMENDMENT # 2 to  
COOPERATIVE PROJECT AGREEMENT  
between the  
STATE OF NEW HAMPSHIRE, Department of Education  
and the  
Keene State College of New Hampshire

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on this cooperative project agreement on September 18, 2019, item #89 and most recently amended on March 3, 2021, item #56, for the Project titled "iSocial Evaluator: Improving Social Emotional Outcomes Through Complementary Infrastructure and Leadership" 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):**

Provide additional funding from the State for continuation of evaluator services and extension of the end date.

Other:

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

•  Article B is revised to replace the Project End Date of September 30, 2022, with the End Date of September 30, 2023.

•  Article F is amended to add funds in the amount of \$30,000.00 and will read:

Total Federal Funds in the amount of \$343,791.00 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.

•  Exhibit A is amended as attached.

•  Exhibit B is amended as attached.

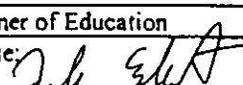
All other terms and conditions of the Cooperative Project Agreement remain unchanged.

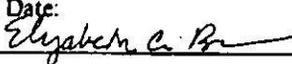
This Amendment, all previous Amendments, the Cooperative Project Agreement, and the Master Agreement constitute the entire agreement between State and Campus regarding the Cooperative Project Agreement, and supersede and replace any previously existing arrangements, oral and written; further changes 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.

Campus Authorizing Official LG  
Date 8/24/22

IN WITNESS WHEREOF, the following parties agree to this Amendment # 2 to the Cooperative Project Agreement.

By An Authorized Official of: Keene State College	By An Authorized Official of: NH Department of Education
Name: Louise Griffin	Name: Frank Edelblut
Title: Assoc. Vice President & Chief Resch. Admin. Officer	Title: Commissioner of Education
Signature and Date: Louise Griffin <small>Digitally signed by Louise Griffin Date: 2022.08.25 16:51:36 -0400</small>	Signature and Date:  9/6/2022

By An Authorized Official of: the New Hampshire Office of the Attorney General	By An Authorized Official of: the New Hampshire Governor & Executive Council
Name: Elizabeth Brown	Name:
Title: Attorney NHED	Title:
Signature and Date:  9/6/2022	Signature and Date:

**EXHIBIT A**

**A. Project Title:** iSocial Evaluator: Improving Social Emotional Outcomes Through Complementary Infrastructure and Leadership

**B. Project Period:** Upon Governor & Council approval to September 30, 2023

**C. Objectives:** Keene State College to provide services of an evaluator for iSocial implementation and infrastructure

**D. Scope of Work:** Keene State College (KSC) (VC# 315187) shall provide the New Hampshire Department of Education, the services of an evaluator to complete the evaluation requirements of the State Personnel Development Grant (SPDG).

- Participate in SIGNetwork meetings that are related to and support evaluation activities and federal reporting requirements.
- Conduct qualitative and quantitative data analysis using a variety of existing data collection methods and sources, including, but not limited to; surveys, training, coaching, and meeting logs, as well as fidelity tools to inform progress and support outcomes while building long-term sustainability.
- Provide timely and accessible data and analysis that addresses implementation effectiveness and informs ongoing development and suggest course corrections as needed. This will take the form of updates and summary data to be shared with the Regional Consultant Lead as appropriate
- Meet with the Regional Consultant Lead monthly to:
  - Provide progress updates
  - Support the data collection requirements

Campus Authorizing Official LG  
Date 8/24/22

- Contribute data and interpretation to one SPDG Annual Performance Report due May 1, 2023 and one SPDG Final Performance Report due September 22, 2023 in accordance with federal reporting requirements and SPDG leadership guidance.
- Provide timely data and analysis that supports Pyramid Model implementation and meets federal annual reporting requirements.
- Provide ongoing technical assistance (TA) opportunities to the Regional Consultants.
- Submit monthly invoices and detailed activity reports that reflect work completed.

**E. Deliverables Schedule:**

- SPDG Annual Performance Report due May 1, 2023, and Final SPDG Performance Report due September 22, 2023.

**F. Budget and Invoicing Instructions:**

Description of Services	FY'20	FY'21	FY'22	FY'23	FY '24	Total
Faculty Evaluation Co-PIs	\$53,000.00	\$59,480.00	\$59,480.00	\$24,600.00	\$5,700.00	\$202,260.00
Evaluators/Analyst	\$36,117.00	\$38,117.00	\$36,117.00	\$12,000.00	\$2,000.00	\$124,351.00
Evaluation Assistants Doctoral student graduate assistants	\$6,480.00	\$0	\$0	\$0	\$0	\$6,480.00
Travel / Meetings Co-PIs and evaluation staff	\$2,000.00	\$0	\$2,000.00	\$0	\$0	\$4,000.00
Technology and Supplies	\$2,000.00	\$2,000.00	\$2,000.00	\$400.00	\$300.00	\$6,700.00
<b>Totals</b>	<b>\$99,597.00</b>	<b>\$99,597.00</b>	<b>\$99,597.00</b>	<b>\$37,000.00</b>	<b>\$8,000.00</b>	<b>\$343,791.00</b>

**Limitation on Price:** Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another up to 10% of the total budget, but in no case shall the total budget exceed the price limitation of \$343,791.00.

**Source of Funding:** Funds to support this request are available in the following account for Fiscal Year 2023 and anticipated to be available in Fiscal Year 2024, upon the availability and continued appropriation of funds in future operating budget, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office without further Governor and Council approval, if needed and justified.

06-56-56-562010-25060000 State Prof Development  
102-500731-Contracts for Program Services

<u>FY2023</u>	<u>FY2024</u>
\$22,000.00	\$8,000.00

Campus Authorizing Official LG  
Date 8/24/22

**Method of Payment:** Payment will be made upon the submittal of an invoice that is received by the 10th of the follow in month which is supported by a summary of activities that have taken place in accordance with the terms of the contract.

**Submit invoice and reports electronically to:**

Amy Aiello  
SPDG Project Director  
amy.e.aiello@doe.nh.gov

Campus Authorizing Official LG  
Date 8/24/22

56



Frank Edelblut  
Commissioner

Christine M. Brennan  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, N.H. 03301  
TEL. (603) 271-3495  
FAX (603) 271-1953

January 28, 2021

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the New Hampshire Department of Education, Bureau of Student Support to amend a sole source Cooperative Project Agreement with Keene State College, Keene, NH (vc#315187, B017), by increasing the price limitation by \$114,597.00 from \$199,194.00 to \$313,791.00 and amend the completion date by removing June 30, 2021 and replacing it with September 30, 2022, to provide services of an evaluator for the State Systemic Improvement Plan (SSIP) and the State Personnel Development Grant (SPDG), effective upon Governor and Council approval through September 30, 2022. The Governor and Council originally approved this cooperative project agreement September 18, 2019, (Item #89). 100% Federal Funds.

Funds to support this request are available in the account titled State Professional Development are anticipated to be available in Fiscal Year 2022 and Fiscal Year 2023, with the ability to adjust encumbrances between Fiscal Years through the Budget Office without further Governor and Council approval, if needed and justified:

	<u>FY2022</u>	<u>FY2023</u>
06-56-56-562010-25060000-072-509073 Grants - Federal	\$99,597.00	\$15,000.00

**EXPLANATION**

In an effort to continue evaluation services, the Department of Education is requesting an amendment of this sole source Cooperative Program Agreement with Keene State College. Services contained within this cooperative agreement were originally conducted within a contract between the State of New Hampshire and Antioch University the Center for Behavioral Health Innovation (BHI). A Request for Proposals (RFP) was advertised in the Manchester Union Leader for the period December 15th, December 16th, and December 18th, 2016 and posted on the Department of Education's website. A review committee reviewed six (6) proposals and selected Antioch University New England. That contract was originally approved by the Governor and Council on June 21, 2017 (Item #136) & amended May 1, 2019 (Item #68). Recently, BHI experienced a change of fiscal agent and is now housed within Keene State College. There was a one (1) year renewal originally included on the item

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 2

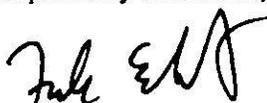
September 18, 2019, (Item #89). Beyond the one year renewal we are also requesting to extend this Cooperative Agreement by three (3) additional months to September 30, 2022 to allow time to complete the required final report for U.S. Department of Education, Office of Special Education.

The Department of Education would like Keene State College, Center for Behavioral Health Innovation to continue to provide the services of an evaluator to support and inform the effectiveness of implementation of the State Systemic Improvement Plan (SSIP) and the State Personnel Development Grant (SPDG) and provide required reports to the U.S. Department of Education, Office of Special Education Programs. The Center for Behavioral Health Innovation improves practices through formative, summative, and interpretive evaluation. They work with community partners to improve behavioral health practice and outcomes for underserved populations. Children's behavioral health and the integration and improvement of behavioral health within schools are among the Center's primary area of focus.

Keene State College will conduct data analysis using a variety of existing data collection methods and sources, including, but not limited to; surveys, training, coaching, and meeting logs, as well as fidelity tools to inform progress and support outcomes while building long-term sustainability. Keene State College will provide timely and accessible data and analysis that addresses implementation effectiveness and informs ongoing SSIP & SPDG development and suggest course corrections as needed.

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

Respectfully submitted,



Frank Edelblut  
Commissioner of Education

FE:PFD  
Enclosures

AMENDMENT # 1 to  
COOPERATIVE PROJECT AGREEMENT  
between the  
STATE OF NEW HAMPSHIRE, Department of Education  
and the  
Keene State College of New Hampshire

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on September 18, 2019, item # 89, for the Project titled "iSocial Evaluator: Improving Social Emotional Outcomes Through Complementary Infrastructure and Leadership" 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):**

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 Period end date

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

•  Article B is revised to replace the Project End Date of June 30, 2021 with the revised Project End Date of September 30, 2022.

•  Article F is amended to add funds in the amount of \$114,597.00 and will read:

Funds to support this request are available in the account titled State Professional Development are anticipated to be available in Fiscal Year 2022 and Fiscal Year 2023 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between Fiscal Years through the Budget Office without further Governor and Council approval, if needed and justified.

•  Exhibit A is amended as attached.

•  Exhibit B is amended as attached.

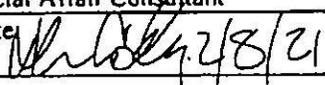
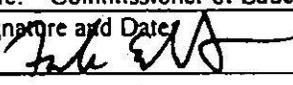
All other terms and conditions of the Cooperative Project Agreement remain unchanged.

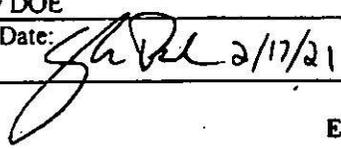
This Amendment, all previous Amendments, the Cooperative Project Agreement, and the Master Agreement constitute the entire agreement between State and Campus regarding the Cooperative Project Agreement, and supersede and replace any previously existing arrangements, oral and written; further changes 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.

Campus Authorizing Official NC  
Date 2/15/21

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

By An Authorized Official of: Keene State College	By An Authorized Official of: NH Department of Education
Name: Ken Cody	Name: Frank Edelblut
Title: KSC Financial Affair Consultant	Title: Commissioner of Education
Signature and Date:  2/18/21	Signature and Date:  2-12-21

By An Authorized Official of: the New Hampshire Office of the Attorney General	By An Authorized Official of: the New Hampshire Governor & Executive Council
Name: Christopher Bond	Name:
Title: Attorney DOE	Title:
Signature and Date:  2/17/21	Signature and Date:

**EXHIBIT A**

**A. Project Title:** iSocial Evaluator: Improving Social Emotional Outcomes Through Complementary Infrastructure and Leadership

**B. Project Period:** Upon Governor & Council approval to September 30, 2022

**C. Objectives:** Keene State College to provide services of an evaluator for iSocial implementation and infrastructure

**D. Scope of Work:** Keene State College (KSC) (Vendor Code 315187, B017) shall continue to provide to the New Hampshire Department of Education, Bureau of Student Support with the services of an evaluator to complete a multi-year evaluation project of iSocial, including implementation through the State Systemic Improvement Plan (SSIP) & the State Personnel Development Grant (SPDG).

- Develop and maintain a current understanding of iSocial activities and infrastructure elements through monthly participation in iSocial State Leadership Team Meetings.
- Lead, in collaboration with the iSocial Evaluation Coordinator, monthly Core Evaluation Team meetings to guide evaluation activities and the ongoing implementation of the evaluation plan and to report on findings.
- Lead, in collaboration with the iSocial Evaluation Coordinator, iSocial Evaluation Team meetings at least quarterly to secure stakeholder input and feedback into evaluation activities and the ongoing implementation of the evaluation plan and to report on findings.
- Meet with the Data Systems Team monthly, as scheduled, to support the data collection requirements and to refine the ongoing data collection system including evaluation tools, timelines and reports as needed.

Campus Authorizing Official   
Date 2/11/21

- Provide weekly updates to the iSocial Evaluation Coordinator regarding the progress and activities of the project.
- Participate in national meetings related to evaluation activities and federal reporting requirements, including those provided by the SIG Network.
- Conduct qualitative and quantitative data analysis using a variety of existing data collection methods and sources, including, but not limited to; surveys, training, coaching, and meeting logs, as well as fidelity tools to inform progress and support outcomes while building long-term sustainability.
- Incorporate and/or refine evaluation tools and data to support data integrity and management as well as scaling up implementation of iSocial infrastructure.
- Provide timely and accessible data and analysis that addresses implementation effectiveness and informs ongoing development of iSocial and suggest course corrections as needed. This will take the form of meeting updates and summary data to be shared with Leadership Teams and at iSocial Learning Collaborative meetings as appropriate.
- Complete a minimum of two (2) annual federal reports, one (1) federal final performance report, and one (1) publishable annual report to share with stakeholders that describe iSocial activities, effectiveness and impact in accordance with federal reporting requirements and/or iSocial State Leadership Team guidance.
- Provide timely and accessible data and analysis regarding effectiveness of system and infrastructure coordination and integration between district levels and State levels.
- Provide timely data and analysis that address the established evaluation questions and meet federal annual reporting requirements.
- In coordination with the iSocial Evaluation coordinator, provide ongoing technical assistance (TA) opportunities to the Evaluation, Data Systems and Leadership Teams as they relate to capacity and need.
- Contribute to the planning of future grant opportunities.
- Submit monthly invoices and detailed activity reports that reflect work completed.

**E. Deliverables Schedule:**

- Monthly attendance at iSocial State Leadership Team Meetings
- Facilitate regular iSocial Core Evaluation Team Meetings
- Monthly attendance at Data Systems Team Meetings, as scheduled
- Facilitate quarterly iSocial Evaluation Team Meetings
- Annual participation in national meetings related to federal evaluation and reporting requirements
- Two annual federal reports due in March 2020, 2021 and 2022 (anticipated) & April 2020, 2021 and 2022 (anticipated)
- One federal final performance report due September 2022 (anticipated)
- One Publishable Annual report by June 2020, June 2021 and June 2022

Campus Authorizing Official WC  
Date 4/24/21

**F. Budget and Invoicing Instructions:**

Description of Services	FY'20	FY'21 July 1, 2020- June 30, 2021	FY'22 July 1, 2021- June 30, 2022	FY'23 July 1, 2020- September 30, 2022	Total
Faculty Evaluation Co-PIs	\$53,000.00	\$59,480.00	\$59,480.00	\$10,500.00	\$182,460.00
Evaluators/Analyst	\$36,117.00	\$38,117.00	\$36,117.00	\$4,000.00	\$114,351.00
Evaluation Assistants Doctoral student graduate assistants	\$6,480.00	\$0	\$0	\$0	\$6,480.00
Travel / Meetings Co-PIs and evaluation staff	\$2,000.00	\$0	\$2,000.00	\$0	\$4,000.00
Technology and Supplies	\$2,000.00	\$2,000.00	\$2,000.00	\$500.00	\$6,500.00
<b>Totals</b>	<b>\$99,597.00</b>	<b>\$99,597.00</b>	<b>\$99,597.00</b>	<b>\$15,000.00</b>	<b>\$313,791.00</b>

**Limitation on Price:** The budget will not exceed \$313,791.00

**Source of Funding:**

Funds to support this request are available in the account titled State Professional Development are anticipated to be available in Fiscal Year 2022 and Fiscal Year 2023 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between Fiscal Years through the Budget Office without further Governor and Council approval, if needed and justified.

	<u>FY22</u>	<u>FY23</u>
06-56-56-562010-25060000-072-509073 Grants - Federal	\$99,597.00	\$15,000.00

**Method of Payment:**

Payment will be made upon the submittal of an invoice that is received by the 10th of the follow in month which is supported by a summary of activities that have taken place in accordance with the terms of the contract.

**Submit invoice and report to:**

Penny Duffy – Grants & Contracts Technician  
 NH Department of Education Bureau of Student Support  
 101 Pleasant Street  
 Concord, New Hampshire 03301

Campus Authorizing Official VC  
 Date 2/28/21

## 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

Campus Authorizing Official VA  
Date 2/15/21

89



Frank Edelblut  
Commissioner

Christine M. Brennan  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, N.H. 03301  
TEL. (603) 271-3495  
FAX (603) 271-1953

August 19, 2019

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the New Hampshire Department of Education, Bureau of Special Education to enter into a sole source cooperative project agreement with Keene State College, Keene, NH (vendor code 177865), in an amount not to exceed \$199,194.00 to provide services of an evaluator for the State Systemic Improvement Plan (SSIP) and the State Personnel Development Grant (SPDG), effective upon Governor and Council approval through June 30, 2021, with an option to renew for one additional year. 100% Federal Funds.

Funds to support this request are anticipated to be available in the account titled State Professional Development in Fiscal Years 2020 & 2021, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between Fiscal Years through the Budget Office without further Governor and Council approval, if needed and justified:

	<u>FY2020</u>	<u>FY2021</u>
06-056-056-562010-25060000-72-509073 Grants - Federal	\$99,597.00	\$99,597.00

**EXPLANATION**

In an effort to continue evaluation services, the Department of Education is requesting this sole source Cooperative Program Agreement with Keene State College. Services contained within this cooperative agreement were originally conducted within a contract between the State of New Hampshire and Antioch University Center for Behavioral Health Innovation (BHI). A Request for Proposals (RFP) was advertised in the Manchester Union Leader for the period December 15th, December 16th, and December 18th, 2016 and posted on the Department of Education's website. A review committee reviewed six (6) proposals and selected Antioch University New England. That contract was originally approved by the Governor and Council on June 21, 2017 (Item #136) & amended May 1, 2019 (Item #68). Recently, BHI experienced a change of fiscal agent and is now housed within Keene State College:

The Department of Education would like Keene State College, Center for Behavioral Health Innovation to provide the services of an evaluator to support and inform the effectiveness of implementation of the State Systemic Improvement Plan (SSIP) and the State Personnel Development Grant (SPDG) and provide required reports to the Office of Special Education Programs. The Center for Behavioral Health Innovation improves practices through formative, summative, and interpretive evaluation. They work with community partners to improve behavioral health practice and outcomes for underserved populations. Children's behavioral health and

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 2  
July 18, 2019

the integration and improvement of behavioral health within schools are among the Center's primary area of focus.

Keene State College will conduct data analysis using a variety of existing data collection methods and sources, including, but not limited to; surveys, training, coaching, and meeting logs, as well as fidelity tools to inform progress and support outcomes while building long-term sustainability. Keene State College will provide timely and accessible data and analysis that addresses implementation effectiveness and informs ongoing SSIP & SPDG development and suggest course corrections as needed.

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

Respectfully submitted,



Frank Edelblut  
Commissioner of Education

FE:PFD  
Enclosures

**COOPERATIVE PROJECT AGREEMENT**  
between the STATE OF NEW HAMPSHIRE, Department of Education  
and 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"), Department of Education and the University System of New Hampshire, acting through Keene State College, (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 6/30/2021. 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: Social Evaluator: Improving Social Emotional Outcomes Through Complementary Infrastructure and Leadership

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	Campus Project Administrator
Name: Heather Gage	Name: Susan LaPanne
Address: NH Department of Education 101 Pleasant Street Concord, NH 03301	Address: Keene State College 29 Main Street Keene, NH 03435
Phone: 603-271-5992	Phone: 603-358-2114

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	Campus Project Director
Name: Amy Aiello	Name: James Fauth
Address: NH Department of Education 101 Pleasant Street Concord, NH 03301	Address: Keene State College 29 Main Street Keene, NH 03435
Phone: 603-271-1536	Phone: 603-358-2112

F. Total State funds in the amount of \$199,194.00 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.

Campus Authorized Official \_\_\_\_\_  
Date: 8/1/2019

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. H323A170029 from 10/01/2017 under CFDA# 84.323A. 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

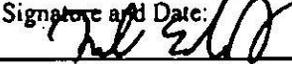
Article(s) \_\_\_\_\_ of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

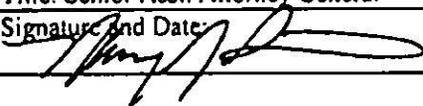
H.  State has chosen not to take possession of equipment purchased under this Agreement.

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 Keene State College and the State of New Hampshire, Department of Education have executed this Project Agreement.

<b>By An Authorized Official of:</b>	<b>By An Authorized Official of:</b>
Keene State College	Department of Education
Name: Susan LaPanne	Name: Frank Edelblut
Title: Vice President of Finance & Administration	Title: Commissioner of Education
Signature and Date:  8/11/2019	Signature and Date:  8.11.19

<b>By An Authorized Official of:</b>	<b>By An Authorized Official of:</b>
The New Hampshire Office of the Attorney General	The New Hampshire Governor & Executive Council
Name: Nancy Smith	Name:
Title: Senior Asst. Attorney General	Title:
Signature and Date: 	Signature and Date:

Campus Authorized Official   
Date 8/11/2019

## EXHIBIT A

**A. Project Title:** iSocial Evaluator: Improving Social Emotional Outcomes Through Complementary Infrastructure and Leadership

**B. Project Period:** Upon Governor & Council approval to June 30, 2021

**C. Objectives:** Keene State College to provide services of an evaluator for iSocial implementation and infrastructure

**D. Scope of Work:** Keene State College (KSC) (vendor code 177865) shall provide to the New Hampshire Department of Education, Bureau of Student Support with the services of an evaluator to complete a multi-year evaluation project of iSocial, including implementation through the State Systemic Improvement Plan (SSIP) & the State Personnel Development Grant (SPDG).

- Develop and maintain a current understanding of iSocial activities and infrastructure elements through monthly participation in iSocial State Leadership Team Meetings.
- Lead, in collaboration with the iSocial Evaluation Coordinator, monthly Core Evaluation Team meetings to guide evaluation activities and the ongoing implementation of the evaluation plan and to report on findings.
- Lead, in collaboration with the iSocial Evaluation Coordinator, iSocial Evaluation Team meetings at least quarterly to secure stakeholder input and feedback into evaluation activities and the ongoing implementation of the evaluation plan and to report on findings.
- Meet with the Data Systems Team monthly, as scheduled, to support the data collection requirements and to refine the ongoing data collection system including evaluation tools, timelines and reports as needed.
- Provide weekly updates to the iSocial Evaluation Coordinator regarding the progress and activities of the project.
- Participate in national meetings related to evaluation activities and federal reporting requirements, including those provided by the SigNetwork.
- Conduct qualitative and quantitative data analysis using a variety of existing data collection methods and sources, including, but not limited to; surveys, training, coaching, and meeting logs, as well as fidelity tools to inform progress and support outcomes while building long-term sustainability.
- Incorporate and/or refine evaluation tools and data to support data integrity and management as well as scaling up implementation of iSocial infrastructure.
- Provide timely and accessible data and analysis that addresses implementation effectiveness and informs ongoing development of iSocial and suggest course corrections as needed. This will take the form of meeting updates and summary data to be shared with Leadership Teams and at iSocial Learning Collaborative meetings as appropriate.
- Complete a minimum of two (2) annual federal reports and one (1) publishable annual report to share with stakeholders that describe iSocial activities, effectiveness and impact in accordance with federal reporting requirements and/or iSocial State Leadership Team guidance
- Provide timely and accessible data and analysis regarding effectiveness of system and infrastructure coordination and integration between district levels and State levels.
- Provide timely data and analysis that address the established evaluation questions and meet federal annual reporting requirements.
- In coordination with the iSocial Evaluation coordinator, provide ongoing technical assistance (TA) opportunities to the Evaluation, Data Systems and Leadership Teams as they relate to capacity and need.
- Submit monthly invoices and detailed activity reports that reflect work completed.

Campus Authorized Official

Date

  
8/21/2019

**E. Deliverables Schedule:**

- Monthly attendance at iSocial State Leadership Team Meetings
- Facilitate monthly iSocial Core Evaluation Team Meetings
- Monthly attendance at Data Systems Team Meetings, as scheduled
- Facilitate quarterly iSocial Evaluation Team Meetings
- Annual participation in national meetings related to federal evaluation and reporting requirements
- Two Annual Federal Reports due in March 2020 and 2021 (anticipated) & April 2020 and 2021 (anticipated)
- One Publishable Annual report by June 2020 and June 2021

**F. Budget and Invoicing Instructions:**

Description of Services	FY'20 Upon Governor & Council Approval- June 30, 2020	FY'21 July 1, 2020- June 30, 2021	Total
Faculty Evaluation Co-PIs	\$53,000.00	\$53,000.00	\$106,000.00
Evaluators/Analyst	\$36,117.00	\$36,117.00	\$72,234.00
Evaluation Assistants Doctoral student graduate assistants	\$6,480.00	\$6,480.00	\$12,960.00
Travel / Meetings Co-PIs and evaluation staff	\$2,000.00	\$2,000.00	\$4,000.00
Technology and Supplies	\$2,000.00	\$2,000.00	\$4,000.00
<b>Totals</b>	<b>\$99,597.00</b>	<b>\$99,597.00</b>	<b>\$199,194.00</b>

Limitation on Price: The budget for these two years will not exceed \$199,194.00

Source of Funding: Funds to support this request are anticipated to be available in the account titled State Professional Development in Fiscal Years 2020 & 2021, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between Fiscal Years through the Budget Office without further Governor and Council approval, if needed and justified:

Account: 06-56-56-562010-25060000-072-509073	<u>FY'20</u>	<u>FY'21</u>
Contracts for Program Services	\$99,597.00	\$99,597.00

Method of Payment:

Payment will be made upon the submittal of an invoice that is received by the 10<sup>th</sup> of the following month which is supported by a detailed summary of activities that have taken place in accordance with the terms of the contract.

Penny Duffy – Grants & Contracts Technician  
NH Department of Education  
Bureau of Student Support

Campus Authorized Official  
Date 

101 Pleasant Street  
Concord, New Hampshire 03301

G. The department will exercise the option to renew for 1 additional fiscal year if services are determined to be satisfactory and funds are available with Governor and Council approval.

Funding Source: 100% Federal Funds

#### 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.

Campus Authorized Official

Date

  
8/11/2019

28 KB



Frank Edelblut  
Commissioner

Christine M. Brennan  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, N.H. 03301  
TEL. (603) 271-3495  
FAX (603) 271-1953

April 1, 2019

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the New Hampshire Department of Education to exercise a two year renewal option with Antioch University New England, of Keene, New Hampshire (vendor code 177687), by increasing the price limitation by \$199,194.00 from \$199,194.00 to \$398,388.00 and extending the end date from June 30, 2019 to June 30, 2021 to continue to provide the services of an evaluator for the State Systemic Improvement Plan (SSIP) and the State Personnel Development Grant (SPDG), effective July 1, 2019 or upon Governor and Council Approval whichever is later. This contract was originally approved by the Governor and Council on June 21, 2017 (Item #136). 100% Federal funds.

Funds to support this request are anticipated to be available in the account titled State Professional Development in Fiscal Years 2020 & 2021, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between Fiscal Years through the Budget Office without further Governor and Council approval, if needed and justified:

	<u>FY2020</u>	<u>FY2021</u>
06-056-056-562010-25060000-072-509073 Contracts for Program Services	\$99,597.00	\$99,597.00

State Fiscal Year	Accounting Unit	Current Budget	Increase/Decrease	New Modified Budget
2018	25060000	\$99,597.00	\$0	\$99,597.00
2019	25060000	\$99,597.00	\$0	\$99,597.00
2020	25060000	\$0	\$99,597.00	\$99,597.00
2021	25060000	\$0	\$99,597.00	\$99,597.00
				\$398,388.00

**EXPLANATION**

The Department of Education would like to renew the contract for an additional two years with Antioch University New England, Center for Behavioral Health Innovation to provide the services of an evaluator to support and inform the effectiveness of implementation of the State Systemic Improvement Plan (SSIP) and the State Personnel Development Grant (SPDG) and provide required reports to the Office of Special Education

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council

Page 2

April 1, 2019

The Center for Behavioral Health Innovation improves practices through formative, summative, and interpretive evaluation. They work with community partners to improve behavioral health practice and outcomes for underserved populations. Children's behavioral health and the integration and improvement of behavioral health within schools are among the Center's primary area of focus.

Antioch will conduct data analysis using a variety of existing data collection methods and sources, including, but not limited to; surveys, training, coaching, and meeting logs, as well as fidelity tools to inform progress and support outcomes while building long-term sustainability. Antioch will provide timely and accessible data and analysis that addresses implementation effectiveness and informs ongoing SSIP & SPDG development and suggest course corrections as needed.

A Request for Proposals (RFP) was advertised in the Manchester Union Leader for the period December 15<sup>th</sup>, December 16<sup>th</sup>, and December 18<sup>th</sup>, 2016 and posted on the Department of Education's website.

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

Respectfully submitted,



Frank Edelblut  
Commissioner of Education

FE:PFD  
Enclosures

AMENDMENT TO  
PROFESSIONAL SERVICES CONTRACT

Now come the New Hampshire Department of Education, Commissioner's Office, hereinafter "the Agency," and Antioch University New England, of Keene, NH hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on June 21, 2017 (Item #136) hereby agree to modify same as follows:

1. Amend Section 1.7 Completion Date from June 30, 2019 to June 30, 2021.
2. Amend Section 1.8 Price Limitation by removing \$199,194.00 and replacing with \$398,388.00.
3. Remove Exhibit A "Scope of Services" and replace with Exhibit A-1 "Scope of Services"
4. Remove Exhibit B "Budget" and replace with Exhibit B-1 "Budget".
5. Add Exhibit D
6. Add Exhibit E
7. Add Exhibit F
8. Add Exhibit G
9. Add Exhibit H
10. All other provisions of this agreement shall remain in full force and effect as originally set forth; and
11. This modification shall be effective on the date of approval by Governor and Council.
12. This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE  
Department of Education  
(Agency)

Division of Commissioner's Office

By: [Signature]  
Commissioner of Education Date

Antioch University New England

By: [Signature] 3/4/19  
Signature Title Date  
Provost & CEO

STATE OF New Hampshire  
County of Cheshire

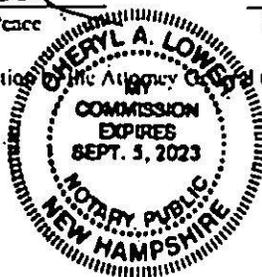
On this the 4<sup>th</sup> day of March, 2019 before me, Cheryl Lower, the undersigned officer, personally appeared Shawn Fitzgerald known to me (or satisfactory proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

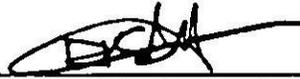
In witness whereof, I hereto set my hand and official seal.

[Signature]  
Notary Public/Justice of the Peace

9/5/2023  
Commission Expires

Approved as to form, substance and execution of the Agency on this 4<sup>th</sup> day of March, 2019.





Division of Attorney General Office

Approved by the Governor and Council this \_\_\_\_\_ day of \_\_\_\_\_, 2019

By: \_\_\_\_\_

Contractor Initials

Date

  
3/4/19

## EXHIBIT A-1

### SCOPE OF SERVICES

Antioch University New England will provide to the New Hampshire Department of Education, Bureau of Student Support with the services of an evaluator to complete Phase Three of a multi-year evaluation project, State Systemic Improvement Plan (SSIP) & the State Personnel Development Grant (SPDG).

iSocial Evaluator: Improving Social Emotional Outcomes (for Preschool Children with Disabilities) Through Complementary Infrastructure and Leadership

- Meet with the iSocial Evaluation Team monthly to report on evaluation activities and the ongoing implementation of the evaluation plan and report on findings.
- Meet with the Data Systems Team monthly to support the data collection requirements and to refine the ongoing data collection system including evaluation tools, timelines and reports as needed.
- Conduct data analysis, using a variety of existing data collection methods and sources, including, but not limited to; surveys, training, coaching, and meeting logs, as well as fidelity tools to inform progress and support outcomes while building long-term sustainability.
- Provide timely and accessible data and analysis that addresses implementation effectiveness and informs ongoing SSIP & SPDG development and suggest course corrections as needed. This will take the form of meeting updates and summary data to be shared at Leadership Team meetings as needed, as well as a minimum of two (2) annual federal reports and one (1) publishable annual report to share with stakeholders.
- Provide bi-weekly updates to the iSocial Evaluation Coordinator regarding the progress and activities of the project.
- Provide timely and accessible data and analysis regarding effectiveness of system and infrastructure coordination and integration between district levels and State levels.
- Provide timely data and analysis that address the established evaluation questions and meet federal annual reporting requirements.
- Incorporate the evaluation tools and data related to scaling up implementation of iSocial infrastructure.
- Provide ongoing technical assistance (TA) opportunities to the Evaluation, Data Systems and Leadership Teams as they relate to capacity and need.
- Submit monthly invoices and activity reports that reflect work completed.

Exhibit B-1

BUDGET

Description of Services	FY'20 July 1, 2019- June 30, 2020	FY'21 July 1, 2020- June 30, 2021	Total
Faculty Evaluation Co-PIs Drs. Jim Fauth and George Tremblay	\$53,000.00	\$53,000.00	\$106,000.00
Evaluators/Analysts Dr. Megan Edwards Dr. Anne Nordstrom Lisa Dotson John Erdmann	\$36,117.00	\$36,117.00	\$72,234.00
Evaluation Assistants Doctoral student graduate assistants	\$6,480.00	\$6,480.00	\$12,960.00
Travel / Meetings Co-PIs and evaluation staff	\$2,000.00	\$2,000.00	\$4,000.00
Technology and Supplies Purchase and maintenance of Tableau Online data visualization software	\$2,000.00	\$2,000.00	\$4,000.00
<b>Totals</b>	<b>\$99,597.00</b>	<b>\$99,597.00</b>	<b>\$199,194.00</b>

Limitation on Price: The budget for these two additional years will not exceed \$199,194.00

Source of Funding: Funding for this contract is 100% Federal Funds from the account titled State Professional Development

Account: 06-56-56-562010-25060000-102-50973  
 Contracts for Program Services

072-509073  
 JJK  
 4-11-19

FY'20 \$99,597.00  
 FY'21 \$99,597.00

Method of Payment:

Payment will be made upon the submittal of an invoice that is received by the 10<sup>th</sup> of the following month which is supported by a summary of activities that have taken place in accordance with the terms of the contract.

Penny Duffy – Grants & Contracts Technician  
 NH Department of Education  
 Bureau of Student Support  
 101 Pleasant Street  
 Concord, New Hampshire 03301

Contractor Initials

Date 3/4/19

*[Handwritten Signature]*

**EXHIBIT D**  
**Contractor Obligations**

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address administrative, contractual, or legal remedies in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**Breach**

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**Fraud and False Statements**

The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC §1001 and §1020.

**Environmental Protection**

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.) The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

**Procurement of Recovered Materials**

In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**EXHIBIT E**  
**Federal Debarment and Suspension**

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
  2. Does not have a proposed debarment pending;
  3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
  4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

*SW*  
3/4/19

**EXHIBIT F**  
**Anti-Lobbying**

The Contractor agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, execute the following Certification: The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant; the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (<http://www.whitehouse.gov/omb/grants/dfllin.pdf>).
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

**EXHIBIT G**  
**Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality**

**Rights to Inventions Made Under a Contract or Agreement**

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the DOE.

Any discovery or invention that arises during the course of the contract shall be reported to the DOE. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

**Confidentiality**

All Written and oral information and materials disclosed or provided by the DOE under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the DOE and its partners, must remain the exclusive property of the DOE.

Confidential information means all data and information related to the business and operation of the DOE, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the DOE, financial information, partner information (including the identity of DOE partners), Contractor and supplier information, (including the identity of DOE Contractors and suppliers), and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the DOE to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the DOE or subcontracted with the Contractor.

**Ownership of Intellectual Property**

The DOE shall retain ownership of all source data and other intellectual property of the DOE provided to the Contractor in order to complete the services of this agreement. As well the DOE will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the DOE.

*[Handwritten Signature]*  
3/4/19

**EXHIBIT H**  
**Termination**

**a. Termination for Cause**

The DOE may terminate the Contract for cause for reasons including but not limited to the following circumstances:

1. Contractor's failure to perform the services as detailed herein and in any modifications to the Contract.
2. Contractor's failure to complete the Contract within the timeframe specified herein and in any modifications to the Contract.
3. Contractor's failure to comply with any of the material terms of the Contract. If the DOE contemplates termination under the provisions of Subsections a.1., a.2., or a.3 above, the DOE shall issue a written notice of default describing the deficiency. The Contractor shall have five (5) business days to cure such deficiency. In the event the Contractor does not cure such deficiency, the DOE may terminate the Contract without further consideration by issuing a Notice of Termination for Default and may recover compensation for damages. If, after the Notice of Termination for Default has been issued, it is determined that the Contractor was not in default or the termination for default was otherwise improper, the termination shall be deemed to have been a Termination for Convenience.

**b. Termination for Convenience**

The DOE may terminate the Contract for convenience, in whole or in part, when, for any reason, the DOE determines that such termination is in its best interest. The contract can be terminated due to reasons known to the non-Federal entity, i.e., including but not limited to program changes, changes in state-of-the-art equipment or technology, insufficient funding, etc. The Contract termination is effected by notifying the Contractor, in writing, specifying that all or a portion of the Contract is terminated for convenience and the termination effective date. The Contractor shall be compensated only for work satisfactorily completed prior to the termination of the Contract. The Contractor is not entitled to loss or profit. The amount due to the Contractor is determined by the DOE.

In the event of termination for convenience, the DOE shall be liable to the Contractor only for Contractor's work performed prior to termination.

**c. The DOE's Right to Proceed with Work**

In the event this Contract is terminated for any reason, the DOE shall have the option of completing the Contract or entering into an agreement with another party to complete services outlined in the Contract.

# ANTIOCH UNIVERSITY

## CERTIFICATE OF VOTE

I, William R. Groves, do hereby certify that:

1. I am a duly elected Officer of Antioch University;
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Governors of the University duly held on October 28-29, 2016;  
  
SEE ATTACHED RESOLUTION, which provides contract signatory authority for certain University officers and employees. While it is the Chancellor of Antioch University who is named in the resolution as having the authority to take action, this includes his authority to delegate certain relevant signatory privileges to the Campus Provosts.
3. The foregoing resolution has not been amended or revoked, and remains in full force and effect at least until March 7, 2019; and
4. Shawn Fitzgerald, PhD, is the duly authorized Provost of Antioch University New England.



William R. Groves  
President of the Corporation

STATE OF Ohio

County of Greene

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March ~~4~~ 2019 by William R. Groves, President of the Corporation.



Notary Public  
Commission Expires:



CHARLA R WINTER  
Notary Public, State of Ohio  
My Commission Expires  
June 22, 2023

# ANTIOCH UNIVERSITY

Office of the Chancellor | 900 Dayton Street, Yellow Springs, OH 45387 | 937-769-1345

March 4, 2019

I, William R. Groves, do hereby certify as follows:

1. That I am the duly appointed, qualified, and current President of Antioch University, Greene County, Ohio;
2. That I am also the duly appointed, qualified and current Chancellor of Antioch University;
3. That as President of Antioch University, I am authorized to execute this certificate, and do hereby certify that Shawn Fitzgerald, PhD, is the duly appointed, qualified, and current Provost of Antioch University, and is authorized to take action on behalf of Antioch University (reference Resolution 10.29.16:8, attached), and that I have delegated such authority to him as Provost in my capacity as Chancellor.

Witness my hand this 4<sup>th</sup> day of March, 2019.



William R. Groves,  
President of the Corporation  
Antioch University

**RESOLUTION  
10.29.16:8**

**WHEREAS, Antioch University enters into numerous contracts of varying amounts for a wide range of services and goods; and**

**WHEREAS, due to the recent structural reorganization of the University, there is a need to update and describe**

- 1. who has authority to enter into legally binding agreements on behalf of the University;**
- 2. expenditure limits associated with that authority; and**
- 3. the criteria for delegation of any signatory authority.**

**WHEREAS, the existing Expenditure, Contract and Signature Authority Policy, Policy 2.403 has been amended to accomplish these needs; and**

**WHEREAS, the Executive Committee of the Board of Governors reviewed a draft of Policy 2.403 at its meeting on September 30, 2016.**

**WHEREAS, the Board of Governors has set forth additional guidance in the document attached and incorporated herein entitled "Guidance for Contract Review by the Board of Governors" which describes how the Board will review contracts for which the Chair of the Board of Governors has signatory authority;**

**NOW THEREFORE, BE IT RESOLVED, that the Expenditure, Contract and Signature Authority Policy 2.403 is hereby adopted;**

**RESOLVED FURTHER, that the Board agrees to follow the Guidance for Contract Review by the Board of Governors; and**

**RESOLVED FURTHER, that the Chancellor of Antioch University is hereby authorized to take all necessary actions to carry out the above resolution.**

**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 ANTIOCH UNIVERSITY is a New Hampshire Trade Name registered to transact business in New Hampshire on May 11, 2004. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 474555

Certificate Number : 0004379962



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 14th day of January A.D. 2019.

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

William M. Gardner  
Secretary of State





100 LB

Frank Edelblut  
Commissioner

Paul K. Leather  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, N.H. 03301  
TEL. (603) 271-6133  
FAX (603) 271-1953

May 11, 2017

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Education to enter into a contract with Antioch University New England, 40 Avon Street, Keene, New Hampshire (vendor code 177687) in an amount not to exceed \$199,194.00 to provide the Bureau of Special Education with the services of an evaluator to complete Phase Three of a multi-year evaluation project, effective July 1, 2017 through June 30, 2019, with the option to renew for an additional two year period, subject to Governor & Council approval. 100% Federal Funds.

Funds to support this request are anticipated to be available in the account titled Special Education-Elem/Sec., contingent upon legislative approval of the next biennium budget;

	<u>FY'18</u>	<u>FY'19</u>
06-56-56-562510-4110-046-500464	\$99,597.00	\$99,597.00
Contracts for Program Services		

EXPLANATION

The New Hampshire Department of Education, Bureau of Special Education is currently in the third year of its State Systemic Improvement Plan (SSIP) and in Phase Three of this project. The focus of the SSIP is to improve the social-emotional outcomes for preschool children with disabilities. Phase One involved developing a Theory of Action that would provide an overview of the activities at the State, district, classroom and child level that would lead to the State's desired result (State-identified Measurable Result - SIMR) while identifying key improvements to State infrastructure needed to support the implementation of evidence-based practices. Phase Two focused on developing the infrastructure, supporting LEA and practitioner implementation of evidence-based practices, and evaluation planning. Phase Three is focused on implementing State and local action plans supporting implementation of evidence-based practices and laying the

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council

May 11, 2017

Page Two

groundwork for sustainability and expansion. These action plans include infrastructure development related to leadership, high quality professional development and coaching, as well as data collection, analysis and evaluation. The evaluation in this phase of the project will measure and inform the effectiveness of implementation, summarizing the progress toward achieving intended improvements and the need for modifications to the SSIP as necessary.

A Request for Proposals (RFP) was advertised in the Manchester Union Leader for the period December 15<sup>th</sup>, December 16<sup>th</sup>, and December 18<sup>th</sup>, 2016 and posted on the Department of Education's website.

A review committee consisting of Joanne DeBello, Education Consultant, Bureau of Special Education, Ruth Littlefield, Education Consultant, Bureau of Special Education and Dr. Anat Eshed, Parent Information Center, reviewed the six (6) proposals received by the deadline; Antioch University New England met the criteria of the Request for Proposals (Attachment A).

The Department of Education would like to contract with Antioch University New England, Center for Behavioral Health Innovation as they work with community partners to improve behavioral health practice and outcomes for underserved populations. The Center for Behavioral Health Innovation improves practices through formative, summative, and interpretive evaluation. Children's behavioral health and the integration and improvement of behavioral health within schools are among the Center's primary area of focus.

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

Respectfully submitted,



Frank Edelbut  
Commissioner of Education

FE:BJD  
Attachments

Attachment A

Social Evaluator

Proposal Criteria in the RFP

Professional Qualifications	20 points
Interest and Relevance	15 points
Services to be Provided	35 points
Adequacy of Resources	
Cost Factor	25 points
Adequate Resources	<u>5 points</u>
Possible Points	100 points

Six (6) proposals were received and scored

	<u>Ruth Littlefield</u>	<u>Joanne DeBello</u>	<u>Ana Eshed</u>	<u>Peer Review</u>
<u>Name of bidder</u>				
Garrett Consulting, LLC	81	89	52	74.00
Antioch University	96 ✓	92	63	83.70
Glen Marlin Associates	91	80	66	79.00
Measurement Incorporated	70	66	60	65.33
TNTP	44	62	44	50.00
Thomas Miller Associates	19	55	38	37.33

An RFP review occurred on February 6, 2017. The RFP review panel consisted of the following employees from the Department of Education, Bureau of Special Education and the Parent Information Center.

Ruth Littlefield

In 1988 Ruth Littlefield received her M.Ed. from Lesley College with a focus on Severe Special Needs and Autism. She holds New Hampshire Educator Certification as a Special Education Administrator as well as endorsements in the areas of Emotional and Behavioral Disabilities, Early Childhood Special Education and General Special Education. Ruth was a preschool special education teacher in the Kearsarge school district prior to becoming an Education Consultant at the NHDOE Bureau of Special Education in 1992. At the department, Ruth serves as the Preschool Special Education Coordinator and as the lead developer of the State Performance Plan (SPP) and annual performance report. In her role as Preschool Special Education Coordinator, Ruth serves on several statewide councils and committees such as the Early Childhood Advisory Council (Spark-NH), Spark NH Executive Committee, the Interagency Coordinating Council for Family-Center Early Supports and Services, The NH Pyramid Model Consortium State Leadership Team, the Inclusion Policy Task Force, and the Early Learning Standards Task Force. As the lead developer of the State Performance Plan (SPP) and annual performance report, Ruth ensures that this federal report is timely, complete and accurate. Ruth is instrumental in the development

of the State Performance Plan Indicator 17: State Systemic Improvement Plan which focuses on improved social-emotional outcomes for preschool children with disabilities.

#### Joanne DeBello

Joanne DeBello's educational background includes a Bachelor's Degree in Elementary Education and Mathematics, and a Master's Degree in Special Education. Currently, Joanne is working towards a doctorate degree in school administration/education specialist. Before working for the NH Department of Education, Joanne has taught for 15 years in both private and public schools and across elementary, middle, and high school levels. Joanne taught as a regular education teacher in preschool, elementary school, and Math in middle and high school. Also, Joanne has been a special education teacher working with mild to significant disability ranges from grade 1 through grade 12 across several education environments. Additionally, she was a Special Education Buildings Coordinator for a district's middle and high schools, alternative school, and special classes.

#### Dr. Anat Eshed

Dr. Anat Eshed earned her Ph.D. in physics from the Israel Institute of Technology in 1999 and spent over a decade working as a researcher at the Massachusetts Institute of Technology. She studied light based materials for medical and communication applications. In 2004, Anat started transitioning to, and focusing her career in the area of special education. This newly found passion stems from years of working to support her youngest child, who has been identified as a child with an educational disability in 2002, at the age of three.

Anat attended the Parent Information Center's (PIC) Volunteer Advocate course in the fall of 2009. Being impressed with the mission and vision of PIC, Anat has continued to find opportunities to collaborate with and contribute to PIC since completing the course. Anat worked with families, and provided multiple workshops through the State of NH about special education (mainly educational evaluations and IEPs).

In May 2012, Anat completed the Specialist in Assessment of Intellectual Functioning (SAIF) program at Rivier University. SAIFs conduct educational evaluations and focus on the identification of cognitive processing deficits and their impact on academic functioning of school-aged students. Anat draws from her experience as a scientist by utilizing a variety of assessment procedures and applying strong analytical skills to evaluate struggling students. Anat worked as an evaluator in school and private settings.

In February 2014 Anat joined PIC as a staff member. She coordinates the eleven-week long Volunteer Advocate course for parents of students with disabilities and professionals. Anat also works directly with families to guide them in their individual journey supporting their students with disabilities. Anat also presents workshops for professionals in school districts and other settings, as well as for parents groups.

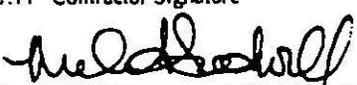
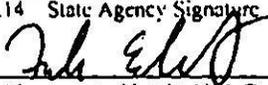
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Education, Bureau of Special Education		<b>1.2 State Agency Address</b> 101 Pleasant Street Concord, New Hampshire 03301	
<b>1.3 Contractor Name</b> Antioch University New England		<b>1.4 Contractor Address</b> 40 Avon Street Keene, New Hampshire 03431	
<b>1.5 Contractor Phone Number</b> 603-283-2181	<b>1.6 Account Number</b> See Exhibit B	<b>1.7 Completion Date</b> June 30, 2019	<b>1.8 Price Limitation</b> \$199,194.00
<b>1.9 Contracting Officer for State Agency</b> Santina Thibodeau, Administrator Bureau of Special Education		<b>1.10 State Agency Telephone Number</b> 603-271-3791	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Melinda D. Treadwell, PhD Provost	
<b>1.13 Acknowledgement:</b> State of <i>N.H.</i> , County of <i>Cheshire</i> On <i>May 18, 2019</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b>  [Seal]			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> PATRICIA A. MITCHELL, Notary Public My Commission Expires March 9, 2021			
<b>1.14 State Agency Signature</b>  Date: <i>6-1-19</i>		<b>1.15 Name and Title of State Agency Signatory</b> FRANK EDELBLUT, Commissioner of Education	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By:  On: <i>6/6/19</i>			
<b>1.18 Approval by the Governor and Executive Council (if applicable)</b> By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9. or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.J The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Exhibit A

SCOPE OF SERVICES

Antioch University New England will provide to the New Hampshire Department of Education, Bureau of Special Education with the services of an evaluator to complete Phase Three of a multi-year evaluation project, State Systemic Improvement Plan (SSIP).

*iSocial Evaluator*

*Improving Social Emotional Outcomes (for Preschool Children with Disabilities) Through Complementary Infrastructure and Leadership*

- Meet with the SSIP Evaluation Team monthly to report on evaluation activities and the ongoing implementation of the evaluation plan and report on findings.
- Meet with the Data Systems Team monthly to support the data collection requirements and to refine the ongoing data collection system including evaluation tools, timelines and reports as needed.
- Conduct data analysis using a variety of existing data collection methods and sources, including, but not limited to; surveys, training, coaching, and meeting logs, as well as fidelity tools to inform progress and support outcomes while building long-term sustainability.
- Provide timely and accessible data and analysis that addresses implementation effectiveness and informs ongoing SSIP development and suggest course corrections as needed. This will take the form of meeting updates and summary data to be shared at Leadership Team meetings as needed, as well as a minimum of two (2) annual federal reports and one (1) publishable annual report to share with stakeholders.
- Provide bi-weekly updates to the SSIP Evaluation Coordinator regarding the progress and activities of the project.
- Provide timely and accessible data and analysis regarding effectiveness of system and infrastructure coordination and integration between district levels and State levels.
- Provide timely data and analysis that address the established evaluation questions and meet federal annual reporting requirements.
- Incorporate the evaluation tools and data related to scaling up implementation of SSIP infrastructure and evaluation that may result from the alignment of Federal/State grants and initiatives such as a State Personnel Development Grant (SPDG) as deemed necessary.
- Provide ongoing technical assistance (TA) opportunities to the Evaluation, Data Systems and Leadership Teams as they relate to capacity and need.
- Submit monthly invoices and activity reports that reflect work completed.

Initial MBT  
Date 5/16/17

Exhibit B

Budget

Description of Services	FY'18 July 1, 2017- June 30, 2018	FY'19 July 1, 2018- June 30, 2019	Total
Faculty Evaluation Co-PIs Dr. Jim Fauth and George Tremblay	\$53,000.00	\$53,000.00	\$106,000.00
Evaluators/Analysts Dr. Megan Edwards Dr. Anne Nordstrom Lisa Dolson John Erdmann	\$36,117.00	\$36,117.00	\$72,234.00
Evaluation Assistants Doctoral student graduate assistants	\$6,480.00	\$6,480.00	\$12,960.00
Travel / Meetings Co-PIs and evaluation staff	\$2,000.00	\$2,000.00	\$4,000.00
Technology and Supplies Purchase and maintenance of Tableau Online data visualization software	\$2,000.00	\$2,000.00	\$4,000.00
Totals	\$99,597.00	\$99,597.00	\$199,194.00

Limitation on Price: This contract will not exceed \$199,194.00

Source of Funding: Funding for this contract is 100% Federal Funds from the account titled Special Education-Elem/Sec. as follows:

Account: 06-56-56-562510-41100000-102-500731	FY'18	FY'19
Contracts for Program Services	\$99,597.00	\$99,597.00

Method of Payment:

Payment will be made upon the submittal of an invoice that is received by the 10<sup>th</sup> of the following month which is supported by a summary of activities that have taken place in accordance with the terms of the contract.

Barbara Dauphinais, Program Specialist  
NH Department of Education  
Bureau of Special Education  
101 Pleasant Street  
Concord, New Hampshire 03301

Initial WMT  
Date 5/18/17

Exhibit C

The Department will exercise the option to renew for two additional fiscal years, if services are determined to be satisfactory and funds are available.

Any document(s) developed and published, as a project of the New Hampshire State Department of Education (NHDOE), Bureau of Special Education, will recognize the NHDOE, Bureau of Special Education as a sponsor. All documents created shall be the property of the Bureau of Special Education

Initial WBT  
Date 5/16/17

**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 ANTIOCH UNIVERSITY is a Ohio Nonprofit Corporation registered to transact business in New Hampshire on November 04, 1974. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 239



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 9th day of May A.D. 2017.

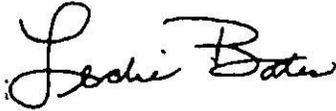
A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**

I, Leslie Bates, do hereby certify that:

1. I am a duly elected Officer of Antioch University;
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Governors of the University duly held on October 28, 2016;  
  
SEE ATTACHED RESOLUTION, which provides contract signatory authority for certain University officers and employees.
3. The foregoing resolution has not been amended or revoked, and remains in full force and effect at least until May 31, 2017; and
4. Melinda D. Treadwell, PhD, is the duly authorized Provost of Antioch University New England.



---

Leslie Bates  
Assistant Secretary of the Corporation

STATE OF Ohio

County of Greene

The foregoing instrument was acknowledged before me this 18th day of May 2017 by Leslie Bates, Assistant Secretary.



---

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: June 30 2019



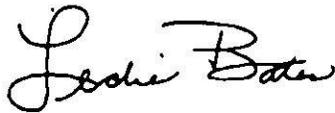
# ANTIOCH UNIVERSITY

Office of the Chancellor | 900 Dayton Street, Yellow Springs, OH 45387 | 937-769-1345

May 18, 2017

I, Leslie Bates, do hereby certify that I am the duly appointed, qualified, and current Assistant Secretary of Antioch University, Greene County, Ohio, and that I am duly authorized to execute this certificate; and do hereby certify that Melinda Treadwell is the duly appointed, qualified, and current Provost of Antioch University, and is authorized to take action on behalf of Antioch University (reference Resolution 10.28.16:8, attached).

Witness my hand this 18th Day of May 2017.



Leslie Bates  
Assistant Secretary, Antioch University

---

**RESOLUTION**  
**10.29.16:8**

**WHEREAS, Antioch University enters into numerous contracts of varying amounts for a wide range of services and goods; and**

**WHEREAS, due to the recent structural reorganization of the University, there is a need to update and describe**

- 1. who has authority to enter into legally binding agreements on behalf of the University;**
- 2. expenditure limits associated with that authority; and**
- 3. the criteria for delegation of any signatory authority.**

**WHEREAS, the existing Expenditure, Contract and Signature Authority Policy, Policy 2.403 has been amended to accomplish these needs; and**

**WHEREAS, the Executive Committee of the Board of Governors reviewed a draft of Policy 2.403 at its meeting on September 30, 2016.**

**WHEREAS, the Board of Governors has set forth additional guidance in the document attached and incorporated herein entitled "Guidance for Contract Review by the Board of Governors" which describes how the Board will review contracts for which the Chair of the Board of Governors has signatory authority;**

**NOW THEREFORE, BE IT RESOLVED, that the Expenditure, Contract and Signature Authority Policy 2.403 is hereby adopted;**

**RESOLVED FURTHER, that the Board agrees to follow the Guidance for Contract Review by the Board of Governors; and**

**RESOLVED FURTHER, that the Chancellor of Antioch University is hereby authorized to take all necessary actions to carry out the above resolution.**

Client#: 1129337

ANTIUNI2

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/28/2016

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 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).

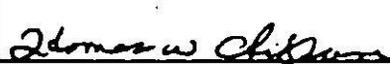
<b>PRODUCER</b> USI Insurance Services LLC 10100 Innovation Drive, Suite 220 Dayton, OH 45342 937 223-8891	<b>CONTACT NAME:</b> Pam Lunsford <b>PHONE (A.C. No. Exp):</b> 937-813-1332 <b>FAX (A.C. No.):</b> 866-972-6309 <b>E-MAIL ADDRESS:</b> pam.lunsford@usi.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Property Casualty Ins</td> <td>36161</td> </tr> <tr> <td>INSURER B: General Star Indemnity Company</td> <td>37362</td> </tr> <tr> <td>INSURER C: Travelers Casualty &amp; Surety Co.</td> <td>31194</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Property Casualty Ins	36161	INSURER B: General Star Indemnity Company	37362	INSURER C: Travelers Casualty & Surety Co.	31194	INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: Travelers Property Casualty Ins	36161													
INSURER B: General Star Indemnity Company	37362													
INSURER C: Travelers Casualty & Surety Co.	31194													
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> Antioch University New England 40 Avon Street Keene, NH 03431														

COVERAGES CERTIFICATE NUMBER: 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.

INS LYR	TYPE OF INSURANCE	ADDITIONAL RSR LYR	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 type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		6301685P876TIL16	10/31/2016	10/31/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		8101685P876TIL16	10/31/2016	10/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		IUG408332H	10/31/2016	10/31/2017	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	YJUB5996N19A	07/01/2016	07/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

<b>CERTIFICATE HOLDER</b> The State of New Hampshire Department of Education 101 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b> 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 
--	--