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

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

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

Sole Source

April 15, 2014

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

Requested Action

- i.) Authorize the New Hampshire Department of Education to exercise two years of a renewal option to a **Sole Source** contract with Granite State Independent Living, Concord, NH (Vendor Code 155330), originally approved by Governor and Council on May 1, 2013 (item #82), to continue to develop and provide training and technical assistance to local education agencies in their region under the State Personnel Development Grant (SPDG), effective upon Governor and Council approval for the period effective July 1, 2014 through June 30, 2016 in an amount not to exceed \$146,000.00. **100% Federal funds.**

Funding is available in account titled State Program Implementation pending legislative approval of the next biennium budget, as follows:

	<u>FY2015</u>	<u>FY2016</u>
06-056-56-562510-41070000-102-500731 Contracts for Program Services	\$73,000.00	\$73,000.00

- 2.) Authorize the Department of Education to exercise a renewal option on this contract for one additional fiscal year, pending legislative approval of the next successive biennial budget, in accordance with the grant award, subject to contractor's acceptable performance of the terms therein, and subject to Governor and Council approval.

Explanation

The New Hampshire Department of Education received a \$3.85 million (\$770,000.00 per year for 5 years) State Personnel Development Grant from the U.S. Department of Education, Office of Special Education Programs. This request is **sole source** because New Hampshire was awarded this grant with the provision that the partners identified in our proposal would be funded to assist the Department of Education to meet the goals and objectives of the grant. These partners were required to be highly qualified entities already engaged in professional development in the grant areas and in agreement to expand these services.

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and the Honorable Council
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The OSEP required partners and their services as detailed in the grant include Evergreen Evaluation and Consulting Inc., Strafford Learning Center, Monadnock Developmental Services, North Country Education Services, Granite State Independent Living, Parent Information Center, Keene State College, Institute on Disability, and QED. Therefore, no competitive bid process was established.

The SPDG proposal is targeted to increase the number of students with disabilities graduating from high school who are college and career ready, through the implementation of evidence based transition practices. Our ambitious proposal targets four strategies to achieve this goal:

(1) increasing student competency through increased use of Extended Learning Opportunities (ELOs), (2) enhanced transition planning and increased transition planning opportunities/practices, (3) greater family – school engagement, and (4) sustaining practices through our state Institutes of Higher Education (IHEs), regional education intermediaries, a transition Community of Practice, and the use of technology. These strategies are aimed at school districts, parents, regional professional development intermediaries, Vocational Rehabilitation, IHEs, and other community members.

The Office of Special Education Programs requires a comprehensive evaluation detailed within the grant that measures the short-term, intermediate and long-term outcomes and impacts of the grant initiatives. The Evaluation assesses the degree to which the NH SPDG meets its goals and objectives, as well as the established federal performance goals and objectives. The evaluation will be ongoing and formative to provide for data-based decision making and planning mid-course corrections.

Granite State Independent Living is a nonprofit organization whose mission is to promote life with independence for people with disabilities through advocacy, information, education and support. Granite State Independent Living provides some extended learning opportunity training to LEAs in their region so it made sense to include them as a partner under the SPDG. Therefore, Granite State Independent Living, as a SPDG partner will bring to this grant the research, knowledge and expertise to conduct the following grant activities:

- Increase capacity of regional transition infrastructure for Professional Development (PD)
 - Support the development of local Transition CoP
 - Coordination of PD training and coaching at regional intermediary
- Participate in the NSNH Leadership Team (LT) and relevant Work Group (WG) Meetings
- Assist NSNH LT with the LEA recruitment
- Serve as trainers and coaches for up to 3 LEAs implementing project strategies (with varying degrees of duration and intensity based on school implementation level):
 - Review LEA current transition practices, and develop and implement a PD plan that will impact the local need
 - Meet frequently with LEA transition liaisons to review the LEA PD plans, as well as fostering ongoing contact to stay in close communication
 - Support family engagement training
 - Develop and provide training and coaching on Extended Learning Opportunities (ELOs) and evidenced-based transition practices
- Collect training and coaching implementation data, and intervention fidelity data

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- Assist the Evaluation WG in the development of fidelity instruments
- Contribute training and coaching materials, evaluation instruments and assessments, and resource materials to be posted on the Transition Resource Portal and the NHDOE Networks
- Participate in training on how to use the Transition Resource Portal and the NHDOE Networks for training and coaching with LEAs

The grant was awarded to the New Hampshire Department of Education for five years. Therefore, we are including an option for renewal for one additional fiscal year to cover this grant commitment to accomplish the approved goals, objectives and activities.

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

Respectfully submitted,



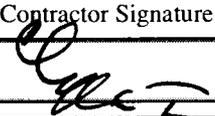
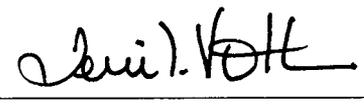
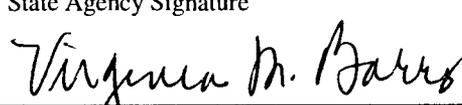
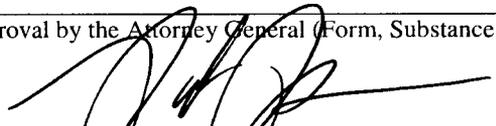
Virginia M. Barry, Ph.D.
Commissioner of Education

Subject: NH SPDG Grant Regional Intermediary to Provide Training and TA to LEAs FORM NUMBER P-37 (version 1/09)

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Education		1.2 State Agency Address 101 Pleasant Street, Concord NH 03301	
1.3 Contractor Name Granite State Independent Living		1.4 Contractor Address 21 Chenell Drive, Concord, NH 03301	
1.5 Contractor Phone Number (603) 228-9680	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2016	1.8 Price Limitation 146,000.00
1.9 Contracting Officer for State Agency Santina Thibedeau, Administrator, Special Education		1.10 State Agency Telephone Number (603) 271-6693	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory CLYDE E. TERRY	
1.13 Acknowledgement. State of <u>NH</u> , County of <u>MERRIMACK</u> On <u>02/18/14</u> , 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.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		Exp. <u>05/06/14</u>	
1.13.2 Name and Title of Notary or Justice of the Peace TERRI L. VOTH, NOTARY			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Virginia, M. Barry, Ph. D., Commissioner of Education	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>4/28/14</u>			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and
 - 14.1.2 fire and extended coverage insurance 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.
- 14.3 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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

Granite State Independent Living, as a regional intermediary, will develop and provide training and technical assistance to Local Education Agencies (LEAs) in their region under the NH State Personnel Development Grant (SPDG) to accomplish the grant goals, objectives, activities and outcomes over the course of the 5-year grant period.

The contractor will:

- Increase capacity of regional transition infrastructure for Professional Development (PD)
 - Support the development of local Transition CoP
 - Coordination of PD training and coaching at regional intermediary
- Participate in the NSNH Leadership Team (LT) and relevant Work Group (WG) Meetings
- Assist NSNH LT with the LEA recruitment
- Serve as trainers and coaches for up to 3 LEAs implementing project strategies (with varying degrees of duration and intensity based on school implementation level):
 - Review LEA current transition practices, and develop and implement a PD plan that will impact the local need
 - Meet frequently with LEA transition liaisons to review the LEA PD plans, as well as fostering ongoing contact to stay in close communication
 - Support family engagement training
 - Develop and provide training and coaching on Extended Learning Opportunities (ELOs) and evidenced-based transition practices
- Collect training and coaching implementation data, and intervention fidelity data
- Assist the Evaluation WG in the development of fidelity instruments
- Contribute training and coaching materials, evaluation instruments and assessments, and resource materials to be posted on the Transition Resource Portal and the NHDOE Networks
- Participate in training on how to use the Transition Resource Portal and the NHDOE Networks for training and coaching with LEAs

Initials: CT
Date: 02/18/14

EXHIBIT B

Estimated Budget

Budget (through June 30, 2016)

Account 06-056-56-5625210-41070000-102-500731

	<u>FY2015</u>	<u>FY2016</u>
<u>Personnel</u>		
Personnel	\$48,000.00	\$48,000.00
Fringe Benefit	\$ 12,400.00	\$12,400.00
Travel	<u>\$ 3,000.00</u>	<u>\$ 3,000.00</u>
Total Personnel	\$63,400.00	\$63,400.00
Contractual		
Other		
Occupancy Expenses	\$ 3,500.00	\$ 3,500.00
Supplies Expenses	\$ 100.00	\$ 100.00
Computer Expenses	\$ 300.00	\$ 300.00
Telephone Expenses	<u>\$ 300.00</u>	<u>\$ 300.00</u>
Total Other	\$ 4,200.00	\$ 4,200.00
Total Direct Costs	\$67,600.00	\$67,600.00
Indirect costs 8.0% of total direct costs	<u>\$ 5,400.00</u>	<u>\$ 5,400.00</u>
Total Contract	\$73,000.00	\$73,000.00

Limitation of Price: This contract will not exceed \$146,000.00

Method of Payment

Payment will be made upon receipt of monthly invoices as described above, which are supported by a summary of activities that have taken place in accordance with the terms of the contract. If otherwise, correct and acceptable, payment will be made for 100% of the expenditures. Line items in this budget may be adjusted, one to the other, within +/- 10% of the indicated amount but in no case can the total budget exceed the price limitation. Invoices with summary of activities will be submitted to:

Mary Steady, SPDG Director
Department of Education
Bureau of Special Education
SPDG
101 Pleasant Street
Concord, NH 03301

Initials: MS
Date: 02/18/14

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EXHIBIT C

Special Provisions

none

Initials: OT
Date: 02/10/14

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 GRANITE STATE INDEPENDENT LIVING is a New Hampshire nonprofit corporation formed January 29, 1980. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 24th day of February A.D. 2014

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

William M. Gardner
Secretary of State



FEB 21 2014

Granite State Independent Living

Resolutions of the Board of Directors

Whereas: Granite State Independent Living, (herein after GSIL,) is interested in obtaining funds through contracts, grants or other means to promote its mission of supporting persons with disabilities obtain independent living services, and

Whereas: The State of New Hampshire, Department of Education; has made available funds for a NH State Personnel Development Grant (SPDG), funds for such independent living purposes, and

Whereas: GSIL has been recognized for its expertise with its Earn and Learn Program, and offering transition services to students with disabilities; and

Whereas: the New Hampshire Department of Education: SPDG recognizing GSIL's expertise, seeks to enter into a contract for \$146,000.00 with GSIL for such services identified in the contracts scope of services;

Now therefore be it RESOLVED: The Board of Directors of GSIL accepts such funds and enters into a contract with the Department of Education: SPDG, effective upon Governor and Council approval; and

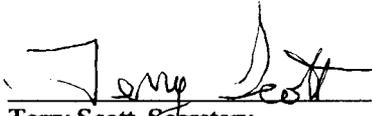
Be it further RESOLVED: Clyde E. Terry, as Chief Executive Officer, is hereby authorized on behalf of Granite State Independent Living, to enter into said contracts with the State and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as may be deemed necessary, desirable or appropriate.

The foregoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following person has been duly elected and now occupy the office indicated below.

Certificate of Vote

The undersigned, being the Secretary of Granite State Independent Living,, a New Hampshire voluntary corporation ("Corporation"), does hereby certify that the Board of Directors of the Corporation did approve the resolutions set forth above, at a duly called vote of said Board of Directors held on February 14, 2014.

DATED: 2/19/2014


Terry Scott, Secretary

My Commission Expires: 05/06/14


Notary Public

Granite State Independent Living
Balance Sheet - NP: Detail w/GL Codes
 As of 1/31/2014
 (In Whole Numbers)

		Current Year
ASSETS		
Current Assets		
Cash & Cash Equivalents		
Citizens Operating Account	1011	1,447,850
Segregation Account	1015	2,726
Citizens Bank - Payroll	1021	(56,111)
Savings - Mortgage Reserve - Citizens	1031	20,303
Reserve Account - Citizens	1050	95,476
TD Bank - Money Market	1060	1,202,159
TD Bank - Checking	1061	100
Petty Cash	1099	950
Cash Clearing Account	1100	1,350
Medicaid Cash Transition Payment Account	1102	0
Total Cash & Cash Equivalents		2,714,802
Accounts Receivable - Medicaid		
A/R: Medicaid PCA	1210	400,715
A/R: Medicaid PCSP	1220	268,615
A/R: Medicaid Home Health	1225	46,516
Total Accounts Receivable - Medicaid		715,846
Accounts Receivable - Title VII		
A/R: TVII B	1230	17,619
Total Accounts Receivable - Title VII		17,619
Accounts Receivable - Other		
A/R: Other	1235	152,661
A/R: Accruals	1245	825,656
Total Accounts Receivable - Other		978,318
Allowance for Doubtful Accounts		
A/R: Reserve Acct	1236	(81,116)
Total Allowance for Doubtful Accounts		(81,116)
Prepaid Expenses		
Prepaid Expense	1510	215,731
Deposits	1530	14,088
Total Prepaid Expenses		229,819
Total Current Assets		4,575,287
NonCurrent Offices		
Fixed Assets (Net)		1,069,136
Total ASSETS		5,644,423

LIABILITIES & NET ASSETS

Current Liabilities		
Accrued Expenses		
A/P: Admin	2010	(5,354)
Expense Accrual	2110	61
Accountant Fees Liab	2115	5,325
Total Accrued Expenses		32
Accrued Payroll		
P/R Tax Accrual	2120	0
P/R Accrual	2130	314,378
P/R Liab: Vacation	2135	166,261
P/R Tax Liab: FWT	2140	58,237

Granite State Independent Living
Balance Sheet - NP: Detail w/GL Codes
As of 1/31/2014
(In Whole Numbers)

		Current Year
P/R Tax Liab: Social Security	2141	84,547
P/R Tax Liab: Medicare	2142	16,804
Mass State W/H	2143	483
ME State W/H	2144	(11)
Unempl Tax Liab	2145	(23,751)
VT State W/H	2146	160
P/R Ded: Sect 125	2150	6,017
P/R Ded: AFLAC	2155	303
P/R Liab: Medical (ER)	2161	(0)
P/R Liab: Dental (EE)	2165	(234)
P/R Ded: Garnish	2170	(853)
P/R Ded: Vol Life & AD&D	2175	3
P/R: Ded: GSIL EE Donations	2181	553
P/R Liab: S/LTD Ins	2185	1,313
P/R Ded: PCA STD	2190	450
P/R Ded: PCA - HRA	2191	70
P/R Liab: HRA Corp - EE	2192	(1,497)
P/R Liab: HRA Corp - ER	2193	10,069
Employee Reimburse	2195	(3,515)
Cash Advance	2196	(800)
Cobra Reimbursement	2197	4
Employee Investment Plan	2200	19,005
Total Accrued Payroll		647,997
Deferred Revenue		
Deferred Income	2210	13,835
Private Pay Deposits Held	2213	4,742
Earn and Learn Scholarships Payable	2216	1,764
Copier Leases Payable	2217	15,952
Total Deferred Revenue		36,293
Due To/From Interfund		
Due From	1920	(126,352,215)
Due To	1930	126,352,214
Total Due To/From Interfund		(1)
Total Current Liabilities		684,322
Net Assets		
Beginning Fund Balance		
Net Assets	3010	4,805,263
Temp Restrict Net Asset	3030	54,691
Perm Restrict Net Asset	3040	95,191
Total Beginning Fund Balance		4,955,145
YTD Surplus(Deficit)		4,957
Total Net Assets		4,960,101
Total LIABILITIES & NET ASSETS		5,644,423

Granite State Independent Living
Statement of Revenues and Expenditures - Monthly P&L FY 2014
From 1/1/2014 Through 1/31/2014
(In Whole Numbers)

		<u>Current Period Actual</u>	<u>YTD Actual</u>
REVENUE			
Contributions			
Individual Contribution	4010	1,093	7,055
Corporate Contributions	4030	519	6,781
AMP Contributions	4041	2,290	4,150
Employee Campaigns	4042	1,248	4,101
Grant Rev: Other	4170	<u>5,421</u>	<u>85,751</u>
Total Contributions		<u>10,571</u>	<u>107,838</u>
Special Events			
Event Fees	4085	<u>0</u>	<u>675</u>
Total Special Events		<u>0</u>	<u>675</u>
Grants			
Grants: Federal	4150	90,803	398,796
Grants: Fed - Passthrough	4155	0	500
Grants: State	4160	<u>17,117</u>	<u>75,888</u>
Total Grants		<u>107,920</u>	<u>475,183</u>
Program Fees			
Fee for Service	4120	57,425	265,280
GSIL Internal	4121	540	2,202
ICO FFS Revenue	4175	45,396	179,408
Home Health FFS Revenue	4176	39,476	160,593
Home Health Medicaid Program Fees	4177	70,217	244,217
PCSP Program Fees	4180	409,356	1,650,632
PCA Program Fees	4190	352,330	1,905,723
TRANS Medicaid Reimbursements	4192	2,884	5,259
PCA - Meridian	4196	44,044	71,249
PCA - NH Healthy Families	4197	86,034	139,540
PCA -Well Sense	4198	<u>66,162</u>	<u>119,105</u>
Total Program Fees		<u>1,173,864</u>	<u>4,743,207</u>
Interest Income			
Interest	4100	<u>205</u>	<u>814</u>
Total Interest Income		<u>205</u>	<u>814</u>
Other Income			
In-Kind	4090	1,015	1,015
Other Reimbursements	4195	<u>2,315</u>	<u>2,315</u>
Total Other Income		<u>3,330</u>	<u>3,330</u>
Total REVENUE		<u>1,295,890</u>	<u>5,331,047</u>

EXPENSES

Compensation

Salaries

Wages	5010	685,514	2,748,902
Salaries	5011	342,701	1,293,671
Wages - Non-Billable	5015	245	1,091
Vacation Liability Expense	5135	(7,333)	13,474
Total Salaries		<u>1,021,126</u>	<u>4,057,138</u>

P/R Taxes

P/R Taxes: Social Security	5210	63,038	245,099
P/R Taxes: Medicare	5211	14,744	57,878
P/R Taxes: Unemployment	5220	<u>12,036</u>	<u>47,327</u>
Total P/R Taxes		<u>89,818</u>	<u>350,303</u>

Fringe Benefits

Granite State Independent Living
Statement of Revenues and Expenditures - Monthly P&L FY 2014
From 1/1/2014 Through 1/31/2014
(In Whole Numbers)

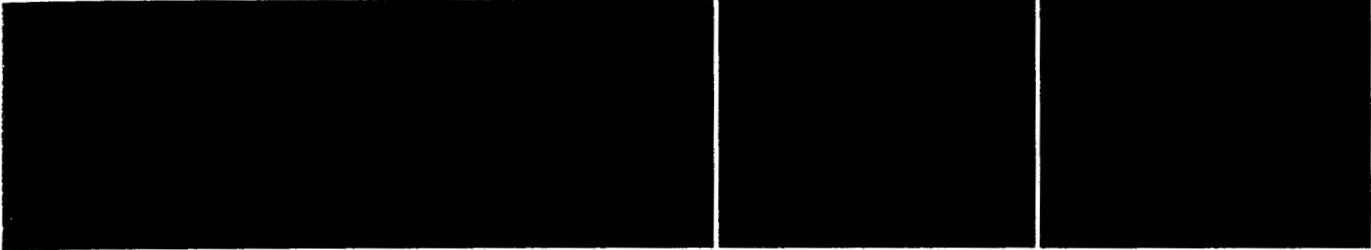
		<u>Current Period Actual</u>	<u>YTD Actual</u>
Fringe: Health Insurance	5310	59,975	215,626
Fringe: HRA	5315	(33,863)	(5,923)
Fringe: Dental Insurance	5320	3,355	12,736
Fringe: Tuition Reimbursement	5330	500	2,000
Fringe: Disability Ins	5340	3,000	11,551
Workers' Comp Ins	5410	51,769	206,593
EIP Match	5510	<u>3,485</u>	<u>13,287</u>
Total Fringe Benefits		<u>88,222</u>	<u>455,870</u>
Total Compensation		1,199,167	4,863,311
All Other Expenses			
Advertising/PR			
Marketing	6479	3,651	11,164
Advertising	6480	378	5,555
Public Relations	6481	0	350
Outreach	6485	<u>350</u>	<u>385</u>
Total Advertising/PR		4,379	17,454
Board of Directors			
Board	6210	<u>938</u>	<u>2,427</u>
Total Board of Directors		938	2,427
Building Occupancy			
Building Repair/Maintenance	6110	781	5,789
Grounds Maintenance	6120	980	2,940
Janitor	6130	570	4,637
Utilities	6140	5,262	13,918
Rent	6410	<u>12,862</u>	<u>48,738</u>
Total Building Occupancy		20,455	76,022
Computer Expenses			
Computer Misc.	6490	3,090	3,593
Computer Hardware	6491	544	1,460
Computer Software	6492	0	321
Computer Consulting	6494	(3,589)	3,936
Software Maintenance Fees	6495	2,181	8,262
Total Computer Expenses		<u>2,226</u>	<u>17,573</u>
Consultants			
Consultants	6010	<u>0</u>	<u>9,300</u>
Total Consultants		0	9,300
Depreciation			
Depreciation	6610	<u>13,878</u>	<u>55,148</u>
Total Depreciation		13,878	55,148
Dues/Subscription			
Membership/Dues	6520	301	1,165
Subscriptions/Publications	6530	<u>28</u>	<u>1,598</u>
Total Dues/Subscription		329	2,763
Equipment			
Equipment Lease	6430	<u>2,862</u>	<u>13,219</u>
Total Equipment		2,862	13,219
Grant Expense			
Grant Exp: Other	6080	538	3,448
Grant Exp: Equipment	6085	<u>6,270</u>	<u>28,590</u>
Total Grant Expense		6,808	32,038
Insurance			
Liability Ins	5420	<u>1,252</u>	<u>12,050</u>
Total Insurance		1,252	12,050
Interpreter			

Granite State Independent Living
Statement of Revenues and Expenditures - Monthly P&L FY 2014
From 1/1/2014 Through 1/31/2014
(In Whole Numbers)

		<u>Current Period Actual</u>	<u>YTD Actual</u>
Interpreter	6050	323	1,969
Total Interpreter		323	1,969
Meals & Entertainment			
Meals & Entertainment	6325	29	168
Total Meals & Entertainment		29	168
Meeting/Events Expenses			
Events Expense	6215	2,054	2,430
Meeting Expense	6225	231	1,565
Total Meeting/Events Expenses		2,286	3,995
Miscellaneous			
Sponsorship	6515	0	2,050
Staff Expense	6540	188	612
Volunteer Expense	6550	9	23
Fees	6560	2,535	23,161
Care Attendant - New Hire Fees	6565	2,815	3,181
Taxes	6570	0	15,650
Bad Debt	6620	(8,347)	7,322
Non-Insured Losses	6625	0	53
In-Kind	6640	1,015	1,015
Total Miscellaneous		(1,785)	53,067
Postage			
Postage	6470	3,908	10,806
Shipping & Handling	6476	194	714
Total Postage		4,102	11,520
Printing			
Printing	6460	2,112	6,062
Total Printing		2,112	6,062
Professional Development			
Professional Development	6310	20	1,603
Conference	6320	0	172
Total Professional Development		20	1,775
Professional Fees			
Accountant	6020	3,400	14,224
Legal	6030	8,505	11,288
Outside Services	6040	3,987	21,736
Total Professional Fees		15,891	47,248
Supplies			
Supplies	6440	3,195	13,314
Kitchen Supplies	6445	126	872
Total Supplies		3,321	14,186
Telephone			
Telephone	6450	4,932	18,548
Total Telephone		4,932	18,548
Transportation			
Trans : TRP	6341	800	3,772
Trans: Sub Part B	6342	917	7,326
Trans: Subcontract	6343	263	933
Transportation-GSIL Internal	6344	263	1,225
Vehicle Maintenance, Repairs, Licenses	6345	705	7,099
Gasoline	6350	0	3,180
Total Transportation		2,948	23,534
Travel			

Granite State Independent Living
Statement of Revenues and Expenditures - Monthly P&L FY 2014
From 1/1/2014 Through 1/31/2014
(In Whole Numbers)

		<u>Current Period Actual</u>	<u>YTD Actual</u>
Mileage Reimbursement	6331	10,283	42,881
Lodging	6333	0	(167)
Total Travel		<u>10,283</u>	<u>42,714</u>
Total All Other Expenses		<u>97,590</u>	<u>462,779</u>
Total EXPENSES		<u>1,296,756</u>	<u>5,326,090</u>
NET SURPLUS (DEFICIT)		<u>(866)</u>	<u>4,957</u>



FINANCIAL STATEMENTS

September 30, 2013 (with Comparative Totals for 2012)

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Granite State Independent Living

We have audited the accompanying financial statements of Granite State Independent Living (the Organization), which comprise the statement of financial position as of September 30, 2013 and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements. The financial statements of the Organization as of and for the year ended September 30, 2012, were audited by another auditor whose report dated January 17, 2013, expressed an unmodified opinion on those financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of September 30, 2013, and the changes in its net assets and its cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

Report on Summarized Comparative Information

In our opinion, the summarized comparative information presented herein as of and for the year ended September 30, 2012, is consistent, in all material respects, with the financial statements, audited by another auditor, from which it has been derived. We were not engaged to audit, review or apply any procedures to the 2012 financial statements of the Organization and, accordingly, we do not express an opinion or any other form of assurance on the 2012 financial statements as a whole.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
February 12, 2014

GRANITE STATE INDEPENDENT LIVING

Statements of Financial Position

September 30, 2013 and 2012

ASSETS

	<u>2013</u>	<u>2012</u>
Current assets		
Cash and cash equivalents	\$ 3,316,854	\$ 3,488,870
Cash reserved for mortgage	-	25,298
Accounts receivable, net of allowance of \$73,794 in 2013 and \$46,839 in 2012, respectively	1,401,667	1,518,551
Prepaid expenses	<u>270,548</u>	<u>100,019</u>
Total current assets	4,989,069	5,132,738
Assets whose use is limited	95,191	45,958
Property and equipment, net	<u>1,084,806</u>	<u>1,067,437</u>
Total assets	\$ <u>6,169,066</u>	\$ <u>6,246,133</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Note payable, current portion	\$ -	\$ 20,285
Accounts payable	83,969	49,043
Accrued expenses and other current liabilities	58,649	18,003
Accrued salaries and related expenses	649,557	721,802
Due to the State	<u>421,746</u>	<u>-</u>
Total current liabilities	1,213,921	809,133
Note payable, net of current portion	<u>-</u>	<u>485,617</u>
Total liabilities	<u>1,213,921</u>	<u>1,294,750</u>
Commitments and contingencies (Note 9)		
Net assets		
Unrestricted	4,805,263	4,870,232
Temporarily restricted	54,691	35,193
Permanently restricted	<u>95,191</u>	<u>45,958</u>
Total net assets	<u>4,955,145</u>	<u>4,951,383</u>
Total liabilities and net assets	\$ <u>6,169,066</u>	\$ <u>6,246,133</u>

The accompanying notes are an integral part of these financial statements.

GRANITE STATE INDEPENDENT LIVING

Statement of Activities

**Year Ended September 30, 2013
(With Comparative Totals for Year Ended September 30, 2012)**

	<u>Unrestricted</u>	Temporarily <u>Restricted</u>	Permanently <u>Restricted</u>	<u>2013</u>	<u>2012</u>
Support and revenue					
Program fees	\$13,824,188	\$ -	\$ -	\$13,824,188	\$13,886,796
Grants	1,545,778	-	-	1,545,778	1,821,861
Public support	18,564	66,092	49,233	133,889	66,794
Interest	3,725	-	-	3,725	11,553
Miscellaneous	81,190	-	-	81,190	172,790
Net assets released from restrictions	<u>46,594</u>	<u>(46,594)</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total support and revenue	<u>15,520,039</u>	<u>19,498</u>	<u>49,233</u>	<u>15,588,770</u>	<u>15,959,794</u>
Expenses					
Long-Term Care	11,785,956	-	-	11,785,956	11,622,529
Community Economic Development	2,270,396	-	-	2,270,396	2,679,174
General Management	1,415,502	-	-	1,415,502	1,469,418
Fundraising	<u>113,154</u>	<u>-</u>	<u>-</u>	<u>113,154</u>	<u>167,111</u>
Total expenses	<u>15,585,008</u>	<u>-</u>	<u>-</u>	<u>15,585,008</u>	<u>15,938,232</u>
Change in net assets	(64,969)	19,498	49,233	3,762	21,562
Net assets, beginning of year	<u>4,870,232</u>	<u>35,193</u>	<u>45,958</u>	<u>4,951,383</u>	<u>4,929,821</u>
Net assets, end of year	<u>\$ 4,805,263</u>	<u>\$ 54,691</u>	<u>\$ 95,191</u>	<u>\$ 4,955,145</u>	<u>\$ 4,951,383</u>

The accompanying notes are an integral part of these financial statements.

GRANITE STATE INDEPENDENT LIVING

Statement of Functional Expenses

**Year Ended September 30, 2013
(With Comparative Totals for Year Ended September 30, 2012)**

	<u>Long-Term Care</u>	<u>Community Economic Development</u>	<u>Total Program</u>	<u>General Management</u>	<u>Fundraising</u>	<u>Total 2013</u>	<u>Total 2012</u>
Personnel expense	\$ 9,346,377	\$ 1,406,952	\$ 10,753,329	\$ 806,407	\$ 81,389	\$ 11,641,125	\$ 12,081,669
Salaries and wages	817,408	118,490	935,898	70,145	6,754	1,012,797	1,016,296
Payroll taxes	974,655	305,919	1,280,574	126,675	16,554	1,423,803	1,488,290
Employee benefits	11,138,440	1,831,361	12,969,801	1,003,227	104,697	14,077,725	14,586,255
All other expenses							
Advertising	9,054	4,075	13,129	1,297	17	14,443	15,476
Provision for bad debts	34,065	1,013	35,078	-	-	35,078	3,379
Board of directors	-	-	-	8,399	-	8,399	23,217
Building occupancy	94,455	79,179	173,634	58,836	-	232,470	233,620
Computer	47,442	12,784	60,226	7,405	-	67,631	48,755
Consultants	-	-	-	57,801	-	57,801	850
Depreciation	85,527	45,862	131,389	13,340	-	144,729	159,265
Dues and subscriptions	1,387	1,474	2,861	5,798	243	8,902	7,732
Equipment lease and maintenance	31,476	5,906	37,382	4,863	-	42,245	34,801
Grants	4,405	92,059	96,464	134	-	96,598	118,881
Insurance	40,233	7,098	47,331	6,272	-	53,603	47,459
Interest	1,930	1,483	3,413	1,377	-	4,790	25,822
Interpreter	-	6,688	6,688	1	-	6,689	10,583
Meals and entertainment	204	784	988	240	61	1,289	2,442
Miscellaneous	92,561	6,290	98,851	38,270	349	137,470	115,955
Postage and shipping	35,064	2,274	37,338	12,542	4,004	53,884	53,255
Printing	17,449	1,619	19,068	1,814	2,973	23,855	36,286
Professional development	4,123	4,983	9,106	2,583	59	11,748	13,895
Professional fees	4,943	2,863	7,806	150,367	-	158,173	55,099
Supplies	14,526	8,346	22,872	28,866	410	52,148	38,742
Telephone	51,004	13,477	64,481	5,247	-	69,728	54,775
Transportation	4,548	79,040	83,588	709	-	84,297	81,651
Travel	73,120	61,738	134,858	6,114	341	141,313	170,037
Total expenses	\$ 11,785,956	\$ 2,270,396	\$ 14,056,352	\$ 1,415,502	\$ 113,154	\$ 15,585,008	\$ 15,938,232

The accompanying notes are an integral part of these financial statements.

GRANITE STATE INDEPENDENT LIVING

Statements of Cash Flows

Years Ended September 30, 2013 and 2012

	<u>2013</u>	<u>2012</u>
Cash flows from operating activities		
Change in net assets	\$ 3,762	\$ 21,562
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	144,729	159,265
Provision for bad debts	35,078	3,379
Contribution revenue for long-term purposes	(49,233)	-
Loss on disposal of asset	-	1,270
Decrease (increase) in		
Accounts receivable	81,806	(75,651)
Prepaid expenses	(170,529)	46,736
Increase (decrease) in		
Accounts payable	34,926	8,871
Accrued expenses and other liabilities	40,646	(59,281)
Accrued salaries and related expenses	(72,245)	43,854
Due to the State	<u>421,746</u>	<u>-</u>
Net cash provided by operating activities	<u>470,686</u>	<u>150,005</u>
Cash flows from investing activities		
Acquisition of equipment	(162,098)	(33,122)
Decrease (increase) in assets whose use is limited	25,298	(12)
Increase in assets whose use is limited	<u>(49,233)</u>	<u>-</u>
Net cash used by investing activities	<u>(186,033)</u>	<u>(33,134)</u>
Cash flows from financing activities		
Principal payments on note payable	(505,902)	(19,286)
Proceeds from contributions for long-term purposes	<u>49,233</u>	<u>-</u>
Net cash used by financing activities	<u>(456,669)</u>	<u>(19,286)</u>
Net (decrease) increase in cash and cash equivalents	(172,016)	97,585
Cash and cash equivalents, beginning of year	<u>3,488,870</u>	<u>3,391,285</u>
Cash and cash equivalents, end of year	\$ <u>3,316,854</u>	\$ <u>3,488,870</u>

The accompanying notes are an integral part of these financial statements.

GRANITE STATE INDEPENDENT LIVING

Notes to Financial Statements

September 30, 2013 and 2012

Nature of Business

Granite State Independent Living (the Organization) is a New Hampshire nonprofit corporation providing a wide range of services to improve the quality of life for individuals with disabilities in New Hampshire. This is accomplished through ensuring the availability of a broad range of services, advocacy efforts, and the establishment of social support.

1. Summary of Significant Accounting Policies

Comparative Information

The financial statements include certain prior year summarized comparative information in total, but not by net asset classification. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. generally accepted accounting principles (U.S. GAAP). Accordingly, such information should be read in conjunction with the Organization's September 30, 2012 financial statements, from which the summarized information was derived.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Basis of Presentation

Net assets and revenues, expenses, gains, and losses are classified as follows based on the existence or absence of donor imposed restrictions.

Unrestricted net assets - Net assets that are not subject to donor imposed stipulations.

Temporarily restricted net assets - Net assets subject to donor imposed stipulations that may be or will be met by actions of the Organization and/or the passage of time. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Permanently restricted net assets - Net assets subject to donor imposed stipulations that they be maintained permanently by the Organization. The donors of these assets permit the Organization to use all or part of the income earned on related contributions for general or specific purposes. Permanently restricted net assets totaled \$95,191 and \$45,958 as of September 30, 2013 and 2012, respectively. Permanently restricted net assets are maintained in an interest bearing cash account and are reported in the statements of financial position as assets whose use is limited.

GRANITE STATE INDEPENDENT LIVING

Notes to Financial Statements

September 30, 2013 and 2012

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as temporarily restricted or permanently restricted support that increases those net asset classes. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are intended to be met in the same reporting period as unrestricted support in the year of the gift.

The Organization reports contributions of land, buildings or equipment as unrestricted support, unless a donor places explicit restriction on their use. Contributions of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted support and reclassified to unrestricted net assets when the assets are acquired and placed in service.

Cash and Cash Equivalents

The Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents. The Organization maintains its cash in bank deposit accounts which, at times, may exceed the federally insured limits. Management regularly monitors the financial institutions, together with their respective cash balances, and attempts to maintain the potential risk at a minimum. The Organization has not experienced any losses in such accounts and management believes it is not exposed to any significant risk on these accounts.

Accounts Receivable

Accounts receivable are stated at the amount that management expects to collect from outstanding balances. As of September 30, 2013 and 2012, management believes that \$73,794 and \$46,839, respectively, in accounts receivable balances may not be collectible and therefore established an allowance for probable uncollectible amounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable.

For the year ended September 30, 2013, management modified the methodology used to estimate the allowance for doubtful accounts. The allowance is calculated to be 3% of gross receivables for balances that are 90 days or less past due, and 50% for any outstanding balances over 90 days. For the year ended September 30, 2012, the allowance for doubtful accounts was estimated at 3% of gross receivables.

GRANITE STATE INDEPENDENT LIVING

Notes to Financial Statements

September 30, 2013 and 2012

Property and Equipment

Property and equipment are recorded at cost or, if donated, at estimated fair market value at the date of donation less accumulated depreciation. Major additions and improvements are capitalized, while ordinary maintenance and repairs are charged to expense. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets, ranging from 3 to 40 years. Assets not in service are not depreciated.

Functional Expenses

The costs of providing various programs and activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Income Taxes

The Organization is a tax-exempt Section 170(b)(1)(A)(vi) public charity as described in Section 501(c)(3) of the Internal Revenue Code (the Code) and is exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Accordingly, no provision for income taxes has been reflected in these financial statements.

The standards for accounting for uncertainty in income taxes require the Organization to report any uncertain tax positions and to adjust its financial statements for the impact thereof. As of September 30, 2013 and 2012, the Organization determined that it had no tax positions that did not meet the "more-likely-than-not" threshold of being sustained by the applicable tax authority. The Organization files an informational return in the United States. This return is generally subject to examination by the federal government for the last three years.

Reclassification

Certain amounts in the 2012 financial statements have been reclassified for comparative purposes to conform to the current year's presentation.

2. Cash Reserved for Mortgage

U.S. Department of Agriculture regulations require that cash reserves be maintained in order to meet payments due on the mortgage obligation in the event amounts paid are insufficient. As of September 30, 2012, \$25,298 had been reserved for future mortgage obligations. In November 2012, the outstanding principal balance was paid off thereby removing the requirement to maintain a cash reserve.

GRANITE STATE INDEPENDENT LIVING

Notes to Financial Statements

September 30, 2013 and 2012

3. Property and Equipment and Depreciation

Property and equipment consists of:

	<u>2013</u>	<u>2012</u>
Land	\$ 69,198	\$ 69,198
Buildings and improvements	1,303,876	1,303,876
Furniture, fixtures, and equipment	1,254,906	1,092,808
Vehicles	<u>364,787</u>	<u>364,787</u>
	2,992,767	2,830,669
Accumulated depreciation	<u>(1,907,961)</u>	<u>(1,763,232)</u>
Total	<u>\$ 1,084,806</u>	<u>\$ 1,067,437</u>

Depreciation expense for the years ended September 30, 2013 and 2012 totaled \$144,729 and \$159,265, respectively.

4. Due to the State

Effective March 2013, the New Hampshire Department of Health and Human Services (DHHS) implemented a new Medicaid Management Information System (MMIS) for administering and managing costs for the New Hampshire Medicaid Program. During the implementation period, Medicaid claims were not accepted by DHHS. DHHS anticipated this transition difficulty and issued the Organization transition payments, based on past claim history, to cover the three-week transition period. As actual claims are processed by DHHS in the MMIS, Medicaid recoupments will be reduced by related payments. As of September 30, 2013, a liability representing \$421,746 of cash advances received by the Organization and not yet applied against remittances has been reported on the statement of financial position. Payments have been recouped through remittance withholdings subsequent to year end. As of February 12, 2014, the balance outstanding as of September 30, 2013 was recouped in full.

5. Line of Credit

The Organization has a revolving line of credit with a bank in the amount of \$1,000,000 payable on demand which requires monthly interest only payments calculated on the outstanding balance from the previous month. Interest accrues at the greater of the bank's LIBOR Advantage plus 3.5% or the minimum interest rate of 5%. As of September 30, 2013 and 2012, the current combination of the bank's LIBOR Advantage plus 3.5% was 3.68% and 3.72%, respectively. At September 30, 2013 and 2012, there was no outstanding balance on the line and there were no borrowings during the year.

GRANITE STATE INDEPENDENT LIVING

Notes to Financial Statements

September 30, 2013 and 2012

6. Note Payable

At September 30, 2012, the Organization had a term note payable to the U.S. Department of Agriculture, Rural Development, of \$505,902 with monthly principal and interest payments of \$3,759. The note was paid in November 2012.

Cash paid for interest approximates interest expense for the years ended September 30, 2013 and 2012, respectively.

7. Temporarily Restricted Net Assets

Temporarily restricted net assets are as follows:

	<u>2013</u>	<u>2012</u>
Accessible modification program	\$ 33,331	\$ 25,552
Affordable mobility program service coordinator	-	1,250
Career development/employment	-	499
Community living	7,279	6,729
Deaf & Hard of Hearing	-	582
Housing	581	581
Grants	<u>13,500</u>	<u>-</u>
	<u>\$ 54,691</u>	<u>\$ 35,193</u>

8. Net Assets Released From Restrictions

Net assets are released from restrictions as qualifying expenditures have been incurred or as time restrictions have been met. For the years ended September 30, 2013 and 2012, \$46,594 and \$22,222, respectively, was released from temporarily restricted net assets.

9. Commitments and Contingencies

Litigation

In 2012, the Organization notified DHHS of possible Medicaid fraud by a former consumer. As a result, DHHS alleges the Organization owes approximately \$113,000 related to all services provided to the former consumer. The Organization is engaged in discussions with DHHS to substantiate the valid services provided and does not believe any repayment will be necessary. As of a September 30, 2013, no liability has been recorded relating to this issue. As of February 12, 2014, the Organization was notified by DHHS that the documentation provided to substantiate services provided to the former consumer were adequate and no money, with respects to this event, is owed to DHHS.

GRANITE STATE INDEPENDENT LIVING

Notes to Financial Statements

September 30, 2013 and 2012

In July 2010, the Organization was the subject of a review by DHHS that involved an assessment of the Organization's records. DHHS contends the Organization failed to comply with certain documentation requirements related to the services provided and recommended 100% recovery from the 32 items sampled in the amount of \$492,846. The Organization has been negotiating with the State of New Hampshire Attorney General's Office to resolve this matter. As of a September 30, 2013, no liability has been recorded related to this preliminary report.

Operating Leases

The Organization leases office space under the terms of written lease agreements that are scheduled to expire at various times throughout 2016. The Organization also rents additional facilities on a month to month basis. Rent expense under these agreements totaled \$134,269 and \$139,672 for the years ended September 30, 2013 and 2012, respectively.

The Organization also leases office equipment under non-cancelable lease agreements that are scheduled to expire at various times through 2014. Rental expense under these agreements totaled \$40,265 and \$33,187 for the years ended September 30, 2013 and 2012, respectively.

Estimated future minimum payments on the above leases are as follows:

2014	\$ 156,791
2015	81,027
2016	49,929
2017	32,947
2018	<u>32,947</u>
	\$ <u>353,641</u>

10. Concentration of Risk

A material part of the Organization's revenue is dependent upon government sources, the loss of which would have a materially adverse effect on the Organization. During the years ended September 30, 2013 and 2012, Medicaid accounted for 78% and 79%, respectively, of total support and revenues and 50% and 74%, respectively, of gross accounts receivable.

11. Retirement Plan

All salaried employees working 30 or more hours a week and are 21 years of age or older, may participate in a voluntary contributory tax sheltered annuity plan. The Organization matches up to 100% of employee contributions to the plan, to a maximum of 3% of salaries in 2013 and 6% of salaries in 2012, depending on the years of service. The Organization contributed \$40,408 and \$90,634 for the years ended September 30, 2013 and 2012, respectively.

GRANITE STATE INDEPENDENT LIVING

Notes to Financial Statements

September 30, 2013 and 2012

12. Subsequent Events

For purposes of the preparation of these financial statements in conformity with U.S. GAAP, the Organization has considered transactions or events occurring through February 12, 2014, which was the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.



2013-2014 BOARD OF DIRECTORS

Granite State Independent Living's Board Members are volunteers.
They do not receive any compensation for their time.

Chair - Ron Page* (2014-2)

1st Vice Chair - Ken Traum* (2015-2)

2nd Vice Chair - Dan Hebert* (2014-1)

Treasurer - Eric Norman (2014-2)

Secretary - Terry Scott* (2014-2)

Lorna D. Greer* (2016-1)

Mark Haddad* (2015-2)

Michael J. Hall (2016-1)

Ron Hoy (2016-1)

Patricia L. Martin-Brown* (2016-1)

Paul Perry* (2015-1)

Randi Peterson* (2015-2)

L. Eric Schleppehorst, MD* (2016-1)

Philip Spurr (2015-1)

Peter Whitehouse (2015-1)

Principal Staff

Peter Darling, Project Director, Annual Salary: \$83,577.00

Maureen O'Donnell, Regional PD Intermediary Trainer/Coach, Annual Salary: \$52,396.50

Marybeth Hammond, Regional PD Intermediary Trainer/Coach, Annual Salary: \$36,796.50

PETER J. DARLING

EDUCATION

M.ED. in Rehabilitation Counseling University of South Carolina
Bachelors degree in Sociology Wofford College

PROFESSIONAL EXPERIENCE

October 2005 - Present Granite State Independent living
Vice President of Community Economic Development

- Provide direction, leadership and supervision to department staff to meet department goals and objectives.
- Develop and implement the specific goals, objectives and program activities with the Community Economic Development Services Department in support of the organization's strategic plan.
- Manage department budget in accordance with organizational budget guidelines.
- Actively engage in consultation for organizational decision making and leadership in support of GSIL's mission, vision and values.
- Analyze financial and utilization reports and oversee coordination with outside funding sources and customers.
- Identify and participate in developing potential new funding sources to support Employment Services Department programs and services.
- Identify and utilize effective methods to promote the value of the Employment Services department's programs and services to local business and industry.
- Provide on-going performance feedback and conduct annual performance reviews with all direct reports, and review performance feedback and bonus recommendations on all department staff.
- Responsible for providing inter and intra-departmental coordination, cooperation and communication.
- Works with the Human Resources Department to up-to date departmental policies & procedures and communicate them effectively .
- Represent GSIL on relevant external committees and task forces.
- Act as liaison to appropriate Board committees.

October 2001 - October 2005 Bancroft, Inc.
President/CEO

- Led the organization in the development of strategic planning as well as the coordination of organizational activities and recourses at a time of significant downsizing.

1995 - October 2001 Bancroft Products, Inc.
Vice President of Bancroft Employment Services

- Led, managed and developed the employment services of Bancroft.

1989-1995 The Work Place
Owner/President

1992-1995
Executive Director

Meeting the Challenge

1987-1989
Vice President of Operations

TEE/Employment Connection Specialist

1973-1987
Assistant Executive Director

William J. Moore Regional Services

PROFESSIONAL MEMBERSHIPS

September 2001 – May 2002
Participants share expertise, learn about the inner workings of Concord, and sharpen their own leadership skills.

Leadership Greater Concord

2001-Present
Governor appointed

NH State Rehabilitation Council

1975- Present
Board Member, Committee Chairs
President (1986 & 1997)

New Hampshire Rehabilitation Association

1997- Present
Board Member and Committee Chairs

Private Provider Network

1994-1997
Board Member
President (1996)

Northeast Rehabilitation Association

1990-2000
Member and Committee Chair (Governor appointed)

NH Statewide Independent Living Council

AWARDS

1994 The Frank J. Loughran- Life Time Achievement Award
"In Recognition of Services to People with Disabilities"

MAUREEN O'DONNELL

EDUCATION

<i>Graduate Studies in School-to-Work Transition</i>	Plymouth State University
<i>Graduate Studies in Psychotherapy & Counseling</i>	Rivier College
<i>Bachelors Degree in Education</i>	Keene State College

PROFESSIONAL EXPERIENCE

2005 -Present

Granite State Independent Living

Educational Services Director

- Manage and Coordinate activities of Earn and Learn Program. Responsibilities include developing curriculum, evaluations, report writing and supervision of staff.
- Represents GSIL in the Next Steps New Hampshire Program and serves as a Regional Intermediary.
- Responsible for supervising program services including intake, assessment, job seeking skills training, job development, placement and on-going support.
- Responsible for supervising staff who are marketing GSIL programs and services to businesses, community agencies, funding sources and participants.
- Providing direct services as appropriate.
- Insuring all written reports and documents are completed in a timely fashion; preparing and monitoring program budgets.
- Responsible for hiring, supervising and evaluating assigned staff including coordinating orientation, on-going training and keeping them informed on all pertinent information.
- Insuring all staff assigned follow client rights procedures.
- Attending all meetings and trainings as assigned.
- Ability to develop an appropriate professional relationship with program participants, community agencies and funding sources.
- Contribute to the achievement of program and fiscal goals.
- Achieve goals and objectives set out in Annual Performance Appraisal.
- Develop innovative initiatives to enhance program services.

1995-2005

Bancroft Products

Program Coordinator

- Managed adult population Projects with Industries Program (PWI) including intake, job development, marketing, job placement and follow-up services.

1989-1995

Employment Connection Specialists, Inc.

Corporate Manager

- Oversaw the daily operations off our projects.
- Marketed services of ECS to private industries.
- Provided customer care follow-up.
- Conducted presentations to community organizations and agencies.
- Trained outside agencies and employees.
- Supported senior management and CEO.

AWARDS

- State Rehabilitation Council Job Developer of the Quarter and Recognition for the success in the Earn and Learn Program, April 2011
- New Hampshire Rehabilitation Association Professional of the Year 1992

MARYBETH HAMMOND

EDUCATION

January 2008

Southern New Hampshire University

Bachelors of Arts, Psychology

- GPA 3.9
- Member of Psi Chi National Honor Society of Psychology and President's List

PROFESSIONAL EXPERIENCE

December 2009- Present

Granite State Independent Living

Transition Support Specialist for Earn and Learn Program

- Design and implement competency based Extended Learning Opportunity (ELO) curriculum for students participating in the Earn and Learn Program enabling them to earn academic credit
- Organize student work experiences in the community where they can develop social, interpersonal and occupational skills while earning academic credit
- Recruit youth with disabilities who have dropped out or are at-risk of dropping out of school and need to legally reengage in the educational system and academic recovery activities for participation in the Earn and Learn Program
- Coordinate all service activities with NHVR and Manchester Schools, incorporating community supports as appropriate to foster interagency collaboration using the guidance of a self-efficacy model of delivery service
- Plan and implement workshops/services for students on topics relevant to developing independent living skills, career readiness and increased understanding of available community resources
- With student as the informant, develop, plan and implement programming that enables increased self-reliance and opportunities to explore life and education/career choices
- Represents GSIL as a Regional Intermediary on the SPDG.

April 2008- December 2009

Antrim Girls Shelter

Residential Counselor/Charge Staff

- Responsible for ensuring the day-to-day emotional and physical safety and security of female residents ranging in age from eleven to seventeen referred for placement by the juvenile court, by structuring, supervising and maintaining daily activities
- Plan and coordinate all activities occurring during the shift; supervise the Residential Counselors assigned to the shift and manage change and/or crisis that may develop while on duty
- Implement a behavioral based psychology program in order to provide effective treatment of residents on a short-term basis
- Complete assigned daily, weekly and monthly paperwork, including documentation of all significant events of the shift, daily behavioral summaries for each girl, maintenance of resident's files and dispensing of medications

VOLUNTEER ACTIVITIES

September 2007- present

Court Appointed Special Advocate (CASA)

Guardian ad Litem for Children

- Effectively advocate for interventions and services designed to ensure the safety of a child who is abused or neglected
- Collaborate with the child, child's family, the Division of Children, Youth, and Families agency and other service providers to identify resources for meeting the needs of the child
- Design and present to the court fact-based recommendations so that appropriate resources can be ordered to meet the needs of the child

OTHER QUALIFICATIONS

- Current Certification CPR, First Aid and Automated External Defibrillation

AWARDS

- Campus Compact for New Hampshire Presidents' Community Partner Award, April 2011

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



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

11/10/12 Date
APPROVED: E.C. Date: 5-7-1
Item # 82
Paul Leather
Deputy Commissioner of Education
Tel. 603-271-3801

March 7, 2013

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

Requested Action

Authorize the New Hampshire Department of Education to enter into a sole source contract with Granite State Independent Living, Concord, NH (Vendor Code 155330) to develop and provide training and technical assistance to local education agencies in their region under the State Personnel Development Grant (SPDG), upon Governor and Council approval for the period effective May 1, 2013 through June 30, 2014 in an amount not to exceed \$109,500.00. These are 100% Federal funds.

Funding is available as with the authority to adjust encumbrances in each of the State fiscal years through the Budget office if needed and justified.

Funding for this request is available as follows:	FY2013	FY2014
06-056-56-5625210-41070000-102-500731	\$36,500.00	\$73,000.00

Authorize the Department of Education to exercise a renewal option on this contract for up to three additional fiscal years, pending legislative approval of the next two (2) successive biennial budgets, in accordance with the grant award, subject to contractor's acceptable performance of the terms therein, and subject of Governor and Council approval.

Explanation

The New Hampshire Department of Education received a \$3.85 million (\$770,000.00 per year for 5 years) State Personnel Development Grant from the U.S. Department of Education, Office of Special Education Programs. The SPDG proposal is targeted to increase the number of students with disabilities graduating from high school who are college and career ready, through the implementation of evidence based transition practices. Our ambitious proposal targets four strategies to achieve this goal:

(1) increasing student competency through increased use of Extended Learning Opportunities (ELOs), (2) enhanced transition planning and increased transition planning opportunities/practices, (3) greater family – school engagement, and (4) sustaining practices through our state Institutes of Higher Education (IHEs), regional education intermediaries, a transition Community of Practice, and the use of technology. These strategies are aimed at school districts, parents, regional professional development intermediaries, Vocational Rehabilitation, IHEs, and other community members.

The Office of Special Education Programs requires a comprehensive evaluation detailed within the grant that measures the short-term, intermediate and long-term outcomes and impacts of the grant initiatives. The Evaluation assesses the degree to which the NH SPDG meets its goals and objectives, as well as the established federal performance goals and objectives. The evaluation will be ongoing and formative to provide for data-based decision making and planning mid-course corrections.

New Hampshire was awarded this grant with the provision that the partners identified in our proposal would be funded to assist the Department of Education to meet the goals and objectives of the grant. These partners were required to be highly qualified entities already engaged in professional development in the grant areas and in agreement to expand these services. The OSEP required partners and their services as detailed in the grant include Evergreen Evaluation and Consulting Inc., Strafford Learning Center, Monadnock Developmental Services, North Country Education Services, Granite State Independent Living, Parent Information Center, Keene State College, Institute on Disability, and QED. Therefore, no competitive bid process was established.

Granite State Independent Living is a nonprofit organization whose mission is to promote life with independence for people with disabilities through advocacy, information, education and support. Granite State Independent Living provides some extended learning opportunity training to LEAs in their region so it made sense to include them as a partner under the SPDG. Therefore, Granite State Independent Living, as a SPDG partner will bring to this grant the research, knowledge and expertise to conduct the following grant activities:

- Increase capacity of regional transition infrastructure for Professional Development (PD)
- Participate in the NH Leadership Team (LT) and Evaluation Work Group
- Develop and provide training and coaching on Extended Learning Opportunities (ELOs) and evidenced-based transition practices
- Assist NH LT with the LEA recruitment
- Attend Participatory Adult Learning Styles training
- Support family engagement training
- Coordination of PD training and coaching at regional intermediary

Her Excellency Governor Margaret Wood Hassan
And the Honorable Council
Page Three
March 7, 2013

- Serve as coaches to LEAs implementing ELOs and transition planning/parent engagement strategies
- Support LEAs in developing their PD plans
- Collect training and coaching implementation data, and intervention fidelity data
- Assist in the development of coaching fidelity instrument
- Contribute training and coaching material, evaluation instruments and assessments, and resource materials to Transition Resource Portal
- Participate in training on how to use the Transition Resource Portal for training and coaching with LEAs

The grant was awarded to the New Hampshire Department of Education for five years. Therefore, we are including an option for renewal for three additional fiscal years to cover this grant commitment to accomplish the approved goals, objectives and activities.

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

Respectfully submitted,



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

VMB/ajj

Attachments

Subject:

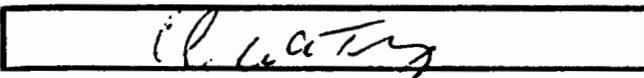
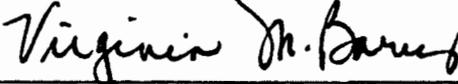
NH SPDG Grant Regional Intermediary to Provide Training and TA to LEAs

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Education		1.2 State Agency Address 101 Pleasant Street, Concord NH 03301	
1.3 Contractor Name Granite State Independent Living		1.4 Contractor Address 21 Chenell Drive, Concord, NH 03301	
1.5 Contractor Phone Number (603) 228-9680	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2014	1.8 Price Limitation 109,500.00
1.9 Contracting Officer for State Agency Santina Thibedeau, Administrator, Special Education		1.10 State Agency Telephone Number (603) 271-6693	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory CLYDE E. TERRY, CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>MERRIMACK</u> On <u>January 23, 2014</u> , 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.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]  05/06/14			
1.13.2 Name and Title of Notary or Justice of the Peace TERRI L. VOTH, NOTARY			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Virginia, M. Barry, Ph. D., Commissioner of Education	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: 4/1/13			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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.

14.3 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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

Granite State Independent Living, as a regional intermediary, will develop and provide training and technical assistance to Local Education Agencies (LEAs) in their region under the NH State Personnel Development Grant (SPDG) to accomplish the grant goals, objectives, activities and outcomes over the course of the 5-year grant period.

The contractor will:

- Increase capacity of regional transition infrastructure for Professional Development (PD)
- Participate in the NH Transition CoP
- Participate in the NH Leadership Team (LT) monthly meetings
- As part of NH LT, participate in Evaluation WG by attending monthly state-level coaching meetings.
- Develop and provide training and coaching on Extended Learning Opportunities (ELOs) and evidenced-based transition practices
- Assist NH LT with the LEA recruitment
- Attend Participatory Adult Learning Styles training
- Participate in NH LT and the Transition Planning work group to review LEA current transition practices, and develop and implement a PD plan that will impact the local need
- Support family engagement training
- Coordination of PD training and coaching at regional intermediary
- Serve as coaches to LEAs implementing ELOs and transition planning/parent engagement strategies
- Support LEAs in developing their PD plans
- Meet with LEA transition liaisons to review the LEA PD plans once months, as well as fostering ongoing contact to stay in close communication
- Collect training and coaching implementation data, and intervention fidelity data
- Assist in the development of coaching fidelity instrument
- Contribute training and coaching material, evaluation instruments and assessments, and resource materials to be posted on Transition Resource Portal
- Participate in training on how to use the Transition Resource Portal for training and coaching with LEAs

Initials: 
Date: 01/17/13

EXHIBIT B

Estimated Budget

Budget (through June 30, 2014)
Account 06-056-56-5625210-41070000-102-500731

	<u>FY2013</u>	<u>FY2014</u>
<u>Personnel</u>		
Personnel	\$25,100.00	\$50,200.00
Fringe Benefit	\$ 6,800.00	\$13,600.00
Travel	<u>\$ 500.00</u>	<u>\$ 1,000.00</u>
Total Personnel	\$32,400.00	\$64,800.00
<u>Contractual</u>		
Other		
Occupancy Expenses	\$ 1,200.00	\$ 2,400.00
Computer Expenses	\$ 100.00	\$ 100.00
Telephone Expenses	<u>\$ 100.00</u>	<u>\$ 100.00</u>
Total Other	\$ 1,400.00	\$ 2,800.00
Total Direct Costs	\$33,800.00	\$67,600.00
Indirect costs 8.0% of total direct costs	<u>\$ 2,700.00</u>	<u>\$ 5,400.00</u>
Total Contract	\$36,500.00	\$73,000.00

Limitation of Price: This contract will not exceed \$109,500.00

Method of Payment

Payment will be made upon receipt of monthly invoices as described above, which are supported by a summary of activities that have taken place in accordance with the terms of the contract. If otherwise, correct and acceptable, payment will be made for 100% of the expenditures. Line items in this budget may be adjusted, one to the other, within +/- 10% of the indicated amount but in no case can the total budget exceed the price limitation. Invoices with summary of activities will be submitted to:

Mary Steady, SPDG Director
Department of Education
Bureau of Special Education
SPDG
101 Pleasant Street
Concord, NH 03301

Initials: MS
Date: 01/17/13

EXHIBIT C
Special Provisions

none

Initials: 01/12/13
Date: 01