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NEW HAMPSHIRE
COUNCIL ON
DEVELOPMENTAL DISABILITIES

June 12, 2017

Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the New Hampshire Council on Developmental Disabilities, pursuant to RSA 19-J:2, **Retroactively** to accept funds in the amount of \$1000.00 from the Department of Education, Concord NH for the sponsorship of One Revolution Documentary Film Screening effective upon Governor and Executive Council through June 30, 2017. 100% Agency Income.

Funds deposited into account, 01-97-97-970010-7135, New Hampshire Council on Developmental Disabilities, Council Expenditures

		<u>FY 2017</u>
006-403508	Miscellaneous Revenue	\$1000.00
072-500572	Grants	\$1000.00

EXPLANATION

This retroactive request is due to an administrative oversight in the transfer of funds between agencies. The Department of Education grant funds were used to sponsor One Revolution Documentary Film Screening presented by Chris Waddel. The film features Chris a thirteen-time Paralympic medalist, five years removed from his final international competition, as he attempts to become the first unassisted paraplegic to reach the previously unattainable summit in a hand cycle.

RSA §19-J:2 provides that "the council may receive, administer and expend any funds...from any sources public or private, to serve as the designated state agency pursuant to the DD Act and to enter into contracts for the purposes of its programs."

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

Councils are charged by Federal law to identify the most pressing needs of people with developmental disabilities in their State or Territory and to develop innovative and cost effective strategies to meet those needs. Councils work to promote the independence and productivity of people with developmental disabilities and promote systems change that will eliminate obvious inequities in areas such as employment, education, and access to healthcare.

Respectfully submitted,

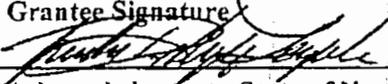
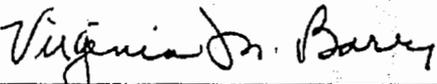
David Ouellette, Director of Projects

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Education		1.2. State Agency Address 101 Pleasant Street, NH 03301	
1.3. Grantee Name NH Council on Developmental Disabilities		1.4. Grantee Address 2 ½ Beacon Street, Suite 10, Concord, NH 03301	
1.5. Grantee Phone # 603-271-7040	1.6. Account Number 41100000-102-500731	1.7. Completion Date 10/31/16	1.8. Grant Limitation \$1,000.00
1.9. Grant Officer for State Agency Santina Thibedeau, Administrator Bureau of Special Education		1.10. State Agency Telephone Number 603-271-3791	
1.11. Grantee Signature 		1.12. Name & Title of Grantee Signor Isadora Rodriguez-Legendre - Executive Director	
1.13. Acknowledgment: State of New Hampshire, County of <u>Merrimack</u> , on <u>9/22/16</u> , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that <u>he</u> executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal)  <u>David Lee Ouellette</u> Expiration Date <u>7-16-19</u>			
1.13.2. Name & Title of Notary Public or Justice of the Peace David Lee Ouellette			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) <u>VIRGINIA M. BARRY</u> <u>Commissioner of Education</u>	
1.16. Approval by Attorney General (Form, Substance and Execution)(if applicable)			
By: Assistant Attorney General, On: / /			
1.17. Approval by Governor and Council (if applicable)			
By: On: / /			

2. SCOPE OF WORK: In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE, COMPLETION OF PROJECT.

4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire, if applicable, or signature by the agency whichever is later (hereinafter referred to as "the effective date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS PAYMENT.

5.1 The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B

5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80-7 through 7-c

5.4 The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. RECORDS and ACCOUNTS:

7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA RETENTION OF DATA: ACCESS.

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, paper, and documents, all whether finished or unfinished

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date 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, whichever shall first occur

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those 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 Grantee notice of such termination.

11. EVENT OF DEFAULT REMEDIES

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Event of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder, or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement

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

11.2.1 Give the Grantee 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 Grantee notice of termination; and

11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials RP
 Date 1/12/16

Exhibit A

SCOPE OF SERVICES

The New Hampshire Department of Education, Bureau of Special Education is supporting:

1 Revolution
Documentary Film Screening
Followed by Q&A with Chris Waddel

The film features Chris Waddell, thirteen-time Paralympic medalist, five years removed from his final international competition, as he attempts to become the first unassisted paraplegic to reach the previously unattainable summit in a handcycle.

The venue for the film screening will be The Red River Theatre on October 4, 2016 and the University of New Hampshire on October 8, 2016.

Initial 
Date 9/22/16

Exhibit B

Budget

Account number: 06-56-56-562510-41100000-102-500731

FY'17	Amount
Film Sponsorship	\$1,000.00
Total	\$1,000.00

Method of Payment:

Payment will be made upon receipt of an invoice submitted to:

Barbara Dauphinais, Program Specialist
Educational Surrogate Parent Program
NH Department of Education
101 Pleasant Street
Concord, New Hampshire 03301

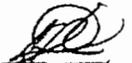
Initial 
Date 7/22/16

Exhibit C

Whereas this Grant Agreement is to sponsor a documentary film screening, request that 17.1.2 of the Grant Agreement for general liability insurance be waived.

Initial 
Date 7/22/16

Venues for film screening will be The Red River Theatre on October 4, 2016 .
and University of New Hampshire MUB Theater on October 8, 2016.

1 Revolution

Documentary Film Screening

Followed by
Q & A with Chris Waddell

The film features Chris Waddell, thirteen-time Paralympic medalist, five years removed from his final international competition, as he attempts to become the first unassisted paraplegic to reach the previously unattainable summit in a handcycle. In 1988, Waddell was a college ski racer. He crashed on the mountain breaking his back. He started to ski in a monoski less than a year later and within two years was named to the US Disabled Ski Team.

Sponsorship:

Film Sponsorship: 3 sponsorships \$1,000.00

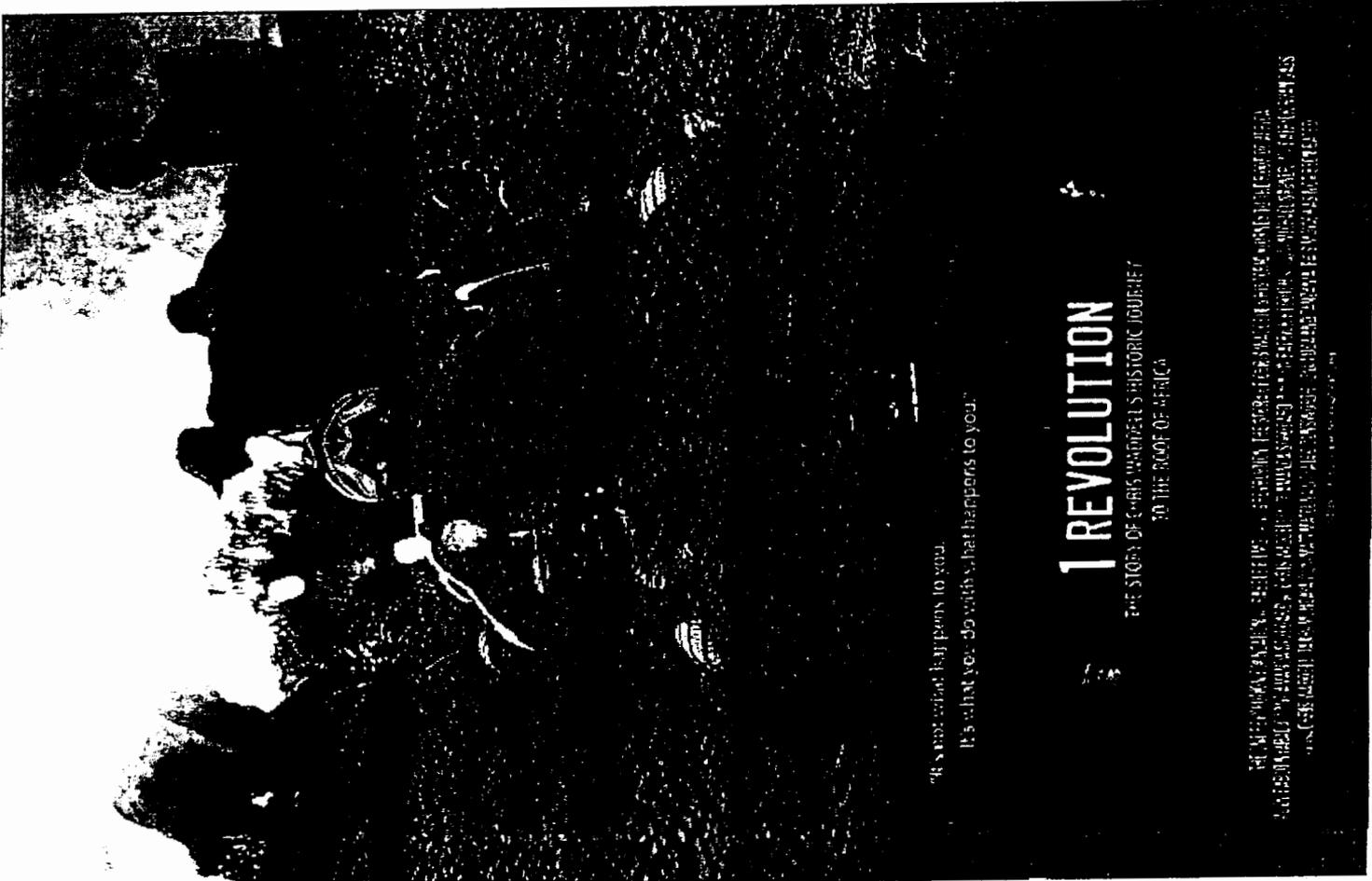
As the film sponsor you will receive:

- 5 Tickets to the show and a private meeting Chris Waddell before the Screening.
- Mentioned on Promotional Materials, and Program ad.
- Company mentioned at the event.
- Company materials at the event.

Film Screening: 6 sponsorships \$500.00

As a film sponsor you will receive:

- Mentioned on Promotional Materials, and Program ad.
- Company mentioned at the event.



It's not what happens to you.
It's what you do with what happens to you.

1 REVOLUTION

THE STORY OF CHRIS WADDELL'S HISTORIC JOURNEY
TO THE ROOF OF AFRICA

CHRIS WADDELL, A THIRTEEN-TIME PARALYMPIC MEDALIST, WAS REMOVED FROM HIS FINAL INTERNATIONAL COMPETITION, AS HE ATTEMPTED TO BECOME THE FIRST UNASSISTED PARAPLEGIC TO REACH THE PREVIOUSLY UNATTAINABLE SUMMIT OF A HANDCYCLE. IN 1988, WADDELL WAS A COLLEGE SKI RACER. HE CRASHED ON THE MOUNTAIN BREAKING HIS BACK. HE STARTED TO SKI IN A MONOSKI LESS THAN A YEAR LATER AND WITHIN TWO YEARS WAS NAMED TO THE US DISABLED SKI TEAM.

1 Revolution

Documentary Film Screening

Followed by
Q & A with Chris Waddell

The film features Chris Waddell, thirteen-time Paralympic medalist, five years removed from his final international competition, as he attempts to become the first unassisted paraplegic to reach the previously unattainable summit in a handcycle. In 1988, Waddell was a college ski racer. He crashed on the mountain breaking his back. He started to ski in a monoski less than a year later and within two years was named to the US Disabled Ski Team.

About Chris Waddell

- Dalai Lama's *Unsung Hero of Compassion*
- Thirteen Paralympic Medals
- World Champion in both winter and summer sports
- Most medals of any male monoskier in Paralympic history
- Doctor of Humane Letters, Middlebury College
- First Ambassador International Paralympic Committee
- Founder One Revolution Foundation
- First nearly unassisted paraplegic to summit Mt Kilimanjaro
- Paralympic Hall of Fame
- US Ski and Snowboard Hall of Fame
- People Magazine *50 Most Beautiful People*
- Skiing Magazine *25 Greatest Skiers in North America*
- Chief Presenter

Presented by

NEW HAMPSHIRE COUNCIL ON
DEVELOPMENTAL DISABILITIES

