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Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
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April 8, 2021

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

REQUESTED ACTION

Authorize the Department of Education, Bureau of Vocational Rehabilitation (VR) to enter into a **sole source** contract with Granite State Independent Living (GSIL), Concord, NH, (vendor #155330), in an amount not to exceed $2,208,588. The contract will provide the "Inspiring the Mastery of Postsecondary Achievement in College (IMPACCT)" program in four regions of NH, effective upon Governor and Council approval through September 30, 2023. 100% Federal Funds.

Funds to support this request are available in the accounts titled VR-Field Programs-Federal in FY 2021 and expected to be available in FY2022 through FY2024, upon the availability and the continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal years through the Budget Office, without further Governor and Council approval, if needed and justified.

	FY 2021	FY 2022	FY2023	FY2024
06-56-56-565010-25380000- 603-504150 VR Client Services-Federal	$50,000	$809,470	$1,079,294	$269,824

EXPLANATION

This request is **sole source** because GSIL has been providing this program since 2016 and was originally funded through a Request for Proposal process. This request is to continue funding the "Inspiring the Mastery of Postsecondary Achievement in College (IMPACCT)" Pre-Employment Transition Service (Pre-ETS) program, which is a collaboration between the Department of Education, Bureau of Vocational Rehabilitation and Granite State Independent Living. The program was developed and implemented in 2016 after the Workforce Innovation and Opportunity Act was reauthorized, that required VR to set aside 15% of federal funding to provide Pre-ETS to potentially eligible students.

Since 2016, the program has continued in the north country (Berlin/Littleton), Nashua, Manchester and Concord. 713 students have participated in the program, which is a 14 week (fall and spring) and 5 week (summer) comprehensive Pre-ETS program that provides the five required services: job exploration counseling, work readiness training, work-based learning experiences, counseling on post-secondary training opportunities and self-advocacy.

Students that attend the program also earn high school credit for the program and have earned 3,638 extended learning opportunity have been completed, with 2,188 academic credits obtained. After completing the program 116 students graduated immediately, 43 students attended alternative education and 548 students returned to high school. The average student attendance rate is 93% and 81% of students in IMPACCT have an IEP, as well as 13% have a 504 plan.

HB4, when approved in October 2019, allocated $400,000 in General Funds to be allocated toward program costs. This funding was allocated to the program in FY20.

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

Respectfully Submitted,

Frank Edelblut
Commissioner of Education

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Education		1.2 State Agency Address 21 S. Fruit Street, Suite 20 Concord, NH 03301	
1.3 Contractor Name Granite State Independent Living		1.4 Contractor Address 21 Chenell Drive Concord, NH	
1.5 Contractor Phone Number 603-228-9680	1.6 Account Number See Exhibit C	1.7 Completion Date 9/30/2023	1.8 Price Limitation $2,208,588
1.9 Contracting Officer for State Agency Lisa Hinson-Hatz		1.10 State Agency Telephone Number 603-419-0086	
1.11 Contractor Signature Date: 4-6-21		1.12 Name and Title of Contractor Signatory Deborah Ritcey, Chief Executive Officer	
1.13 State Agency Signature Date: 4-15-21		1.14 Name and Title of State Agency Signatory Frank Edelblut, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: CHRISTOPHER BOND On: 4/15/21			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials
Date 4-6-21

2. 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 B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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.

Contractor Initials dh
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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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

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EXHIBIT A

SPECIAL PROVISIONS

Additional exhibits D-G.

Federal Certification 2 CFR 200.415

Required certifications include: (a) To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

EXHIBIT B

SCOPE OF SERVICES

Granite State Independent Living (GSIL) will provide the following services to the New Hampshire Department of Education, Bureau of Vocational Rehabilitation (NHVR), effective upon Governor and Council approval through September 30, 2023:

The contractor, GSIL, shall provide the five (5) required Pre-Employment Transition Services (Pre-ETS), as outlined in the WIOA and in the VR Federal Regulations by providing the "Inspiring the Mastery of Postsecondary Achievement in College (IMPACCT)" program in four locations around the state (North Country) Berlin/Littleton, Concord, Manchester and Nashua.

The contractor, GSIL, in collaboration with NHVR shall hire a third-party consultant to perform a study of the long-term outcomes related to a student's career path, education engagement, post-secondary training, employment attainment, as well as other economic, social and health impacts. The culmination of this work will highlight the return on investment and value of the IMPACCT program. This evaluation shall be utilized to establish agreements with school districts for a portion of the sustainability of the program after this contract ends.

The IMPACCT program is a 14-week (fall and spring) and 5-week (summer) comprehensive program that provide all five required Pre-ETS services (job exploration counseling, work readiness skills, work-based learning opportunities, counseling on post-secondary education opportunities and self-advocacy) to students who are eligible or potentially eligible for NHVR services. The following are the modules provided to students for the program and may include, but not limited to examples listed:

1. Job Exploration Module
    i. Complete an interest inventory
    ii. Complete a self-report assessment
    iii. Complete a career ladder
    iv. Listen to employers speaking about the day to day operations and expectations of the workplace
    v. Listen to employers speaking about possible positions within a company
2. Work-Based Learning Experiences Module
    i. Identify what types of work-based learning experience they alreadyhave completed
    ii. Identify workplaces in which they might like to have an experience
    iii. Identify transferable skills
    iv. Participate in a work-based learning experience
3. Counseling on Post-Secondary Education Opportunities
    i. Receive labor market information
    ii. Receive information on how to use public transportation
    iii. Receive information on budgeting
    iv. Receive information on health management
    v. Receive information on healthy recreational activities
    vi. Receive information on NHVR services and how to apply for services

vii. Receive exposure on potential post-secondary options like:
   1. Rapidly growing careers
   2. Community colleges
   3. Trade schools/technical schools
   4. Four-year colleges

4. Workplace Readiness Training Module
   a. Students receive information on social skills and independent living skills
   b. Employers and students experience mock interviews
   c. Students receive feedback on interviewing skills
   d. Students receive training regarding professional presentation and appearance
   e. Students produce a resume, cover letter and thank you notes
5. Self-Advocacy Module
   a. Students receive information and training regarding personalized planning to learn how to advocate for themselves independently and in the presence of support throughout the transition process
   b. Students receive training on how to identify positive supports
   c. Students identify positive adult supports
   d. Students identify positive peer supports

DELIVERABLES AND TIMELINE

GSIL Shall:

1. Provide a signed registration form for each student enrolled no later than 14 days prior to the start of the cohort.

2. Ensure there is written authorization, per individual, received from VR prior to the start of each cohort.

3. Provide the module programming in four areas of the state (Berlin/Littleton, Concord, Manchester and Nashua).

4. Provide an Academy experience, via the GSIL IMPACCT Program, which will consist of three cohorts per year of students in each of the awarded regions for. Each cohort will contain up to 15 new students and to the extent possible, will be held at a regional community college or other designated location.

5. The structure for the Academy experience will be training room/classroom time, work experience, and remote learning, adapted as needed based on the needs of the students, schools, and work environment in each awarded region.

6. The following daily schedule for the Academy experience will be adapted as needed, based on the needs of the students and schools in each awarded region:
   i. The program day shall be predicated based on the COVID-19 return to school protocols.

7. Each student can get further assistance with the academic, career, independent living, credential opportunities, and other needs as possible and appropriate. Ensure that those participating in the Academy experience have the opportunity to earn academic credits by mastering the necessary competencies through Extended Learning Opportunities (ELO's).

   This can include but is not limited to:

   i. The National Career Readiness Certificate
   ii. Online credit recovery and remedial education
   iii. High School Equivalency Test (HiSET) preparation tools
   iv. Peer mentoring
   v. Job shadows
   vi. Job tours
   vii. Information interviews
   viii. Internships

8. Ensure that transportation arrangements are made with the participating schools in each region for participating students to get to and from the program each day.

9. Provide transportation to community and employer sites as needed once students are at their physical location of the program.

10. Identify a 'point person' at each participating school who will serve as the contact person for the IMPACCT Academy and assist with appropriate on-site administrative tasks.

11. Ensure that curriculum used for the Academy appropriately addresses the five required Transition Services identified in WIOA.

12. The contractor, GSIL, shall also hire a third-party consultant to perform a study of the long-term outcomes related to a student's career path, education engagement, post-secondary training, employment attainment, as well as other economic, social and health impacts.

GSIL will work in tandem with NHVR to ensure:

A. Work in collaboration with VR offices to determine if there are any students who are interested in being part of a cohort prior to filling spots.

B. As defined by Workforce Innovations Opportunity Act (WIOA), all students with a disability, who are eligible or potentially eligible, will meet the required criteria.

C. The development, marketing, and presentation of the required Pre-Employment Transition Services and all aspects of the process are effective and accessible.

D. Traditionally underserved populations are identified and provided equal opportunity to participate, such as students who are in all levels of placements, students who are deaf or hard of hearing and students who are in, and/or from rural settings.

E. Appropriate collaboration with local high schools and Special Education professionals to coordinate provision of services to students with disabilities.

F. The employers are appropriately involved in the delivery of Pre-Employment Transition Services being sure to include: Presenting information about their specific industry, opportunities within the industry and/or the employers' specific organization such as, after school opportunities, training opportunities, and other types of opportunities, presenting a basic overview of workplace expectations such as, soft skills, appropriate verbal communication, appropriate electronic communication, appropriate customer interactions, appropriate conflict resolution, and appropriate overall workplace behavior.

G. Any and all marketing materials used to promote the specific services listed above shall prominently display the NHVR logo and communicate clearly that the services are being provided at the request of NHVR and as a result of direct funding by NHVR and the Department of Education.

H. GSIL and NHVR personnel will both participate in the provision of specific services (i.e. NHVR will present on how to apply for NHVR services, attend exit meetings, etc.).

REPORTING

GSIL shall provide, nor later than fourteen (14) days prior to the start of the program, a registration form approved by NHVR containing the required data elements signed by the student, school official and parent or guardian, if applicable.

Upon completion of the program, NHVR will receive an electronic copy of the student's portfolio, documenting what has completing during the program. Documents should include resumes, detailed information about the student's work-based learning experiences, work logs, interest inventories, and other documents helpful to the VR planning process.

GSIL shall provide a report, at the end of each cohort, and one report that summarizes the following data:

- Cohort statistics (number of students, schools represented, disability information);
- Number of credits attained and in what specialty;
- Number of different employers providing student experiences and their names;
- Number of students with part or full time employment at the end of IMPACCT;
- Number of students returning to school that may have dropped out; and
- With assistance from NHVR, the number of students who are NHVR customers

EXHIBIT B CONTINUED

SUSTAINABILITY PLAN

Vocational Rehabilitation, upon completion of this contract, will be providing a portion of program funding, to be determined. With the additional approved funding for the program evaluation as stated in this contract, GSIL aims to diversify funding for the IMPACCT Program and attract additional business to provide work-based learning opportunities. The success of this program long-term is predicated on the findings of this evaluation and the collaboration of individual school districts. Upon approval of this contract, NHVR leadership, Department of Education leadership and GSIL leadership will work with individual school districts to determine how school funding can contribute funds towards the IMPACCT program. .

In addition to the blended NHVR and school funding model to be developed, GSIL will explore the possibility of IMPACCT program as a charter school, to additionally identify new funding streams for student participation in the program.

EXHIBIT C
Method of Payment

BUDGET

	FY2021	FY2022	FY2023	FY2024	Total
Salaries and Wages	$0	$404,306	$539,075	$134,769	$1,078,150
Payroll Taxes & Fringe Benefits	$0	$113,206	$150,941	$37,735	$301,882
Subtotal-Compensation Expenses	**$0**	**$517,512**	**$690,016**	**$172,504**	**$1,380,032**
Transportation	$0	$12,120	$16,160	$4,040	$32,320
Mileage Reimbursement	$0	$21,600	$28,800	$7,200	$57,600
Occupancy Expense	$0	$91,200	$121,600	$30,400	$243,200
Stakeholders/Partners	$0	$16,350	$21,800	$5,450	$43,600
Office Expenses/Supplies	$0	$12,000	$16,000	$4,000	$32,000
Telephone	$0	$7,680	$10,240	$2,560	$20,480
Printing/Promotion/Outreach/Postage	$0	$10,500	$14,000	$3,500	$28,000
Computer Costs	$0	$12,870	$17,160	$4,290	$34,320
Student Stipends	$0	$28,800	$38,400	$9,600	$76,800
Student Costs/Graduations/Meetings	$0	$5,250	$7,000	$1,750	$14,000
Evaluation Funding	$50,000	$0	$0	$0	$0
Subtotal-Direct Expenses	**$50,000**	**$218,370**	**$291,160**	**$72,790**	**$632,320**
Indirect Expense at 10%	$0	$73,588	$98,118	$24,530	$196,236
Total Expenses	**$50,000**	**$809,470**	**$1,079,294**	**$269,824**	**$2,208,588**

Limitation on Price: In no case shall the contract exceed the price limitation of $2,208,588.

Funding Source: Funds are available in account titled Vocational Rehabilitation Field Programs-Federal for FY2021, and anticipated to be available in FY2022, FY2023 and FY2024 upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

	FY2021	FY2022	FY2023	FY2024
06-56-56-565010-25380000-603-504150 VR Client Services-Federal	**$50,000**	**$809,470**	**$1,079,294**	**$269,824**

Method of Payment: Payment will be made upon the submittal of an invoice for completed Pre-ETS modules and programming completed, which is supported by a summary of activities that have taken place in accordance with the terms of the contract, per student. A final invoice, if necessary, shall be sent to the Department within 30 days of the end of this contract. Additionally, the funding outlined for the survey grant shall be made upon the submittal of an invoice by GSIL no later than June 30, 2021.

Invoices and reports shall be submitted to:

Lisa Hinson-Hatz, VR Director
Lisa.Hatz@doe.nh.gov
NH Department of Education
21 S. Fruit Street, Suite 20
Concord, NH 03301

Contractor Initials dh
Date 4-6-21

EXHIBIT D

Contractor Obligations

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

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

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

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

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

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

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

Contractor Initials dh
Date 4-6-21

Exhibit E

Federal Debarment and Suspension

a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:

   1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;

   2. Does not have a proposed debarment pending;

   3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and

   4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.

c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.

d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

Contractor Initials DK
Date 4-6-21

Exhibit F

Anti-Lobbying

The Contractor agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (http://www.whitehouse.gov/omb/grants/sflllin.pdf).

c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed $100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.

e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Contractor Initials AC
Date 4-16-21

Exhibit G

Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

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

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

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

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

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

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

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

Contractor Initials
Date 21-6-21

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 registered to transact business in New Hampshire on January 29, 1980. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63257

Certificate Number: 0004568732

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of August A.D. 2019.

William M. Gardner
Secretary of State

Granite State Independent Living

Resolutions of the Board of Directors

Whereas: Granite State Independent Living (herein "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; Division of Career Technology and Adult Learning has made available Title VII Part B funds through a request for proposal (RFP) process funds for such independent living purposes, and

Whereas: GSIL submitted an application and such application was approved by the New Hampshire Department of Education, and

Whereas: the New Hampshire Department of Education: Vocational Rehabilitation seeks to enter into a contract for $2,208,588.00 with GSIL for such services identified in the approved application.

Now therefore be it RESOLVED: The Board of Directors of GSIL accepts such funds and enters into a contract with the Department of Education: Vocational Rehabilitation.

Be it further RESOLVED: Deborah Ritcey, as President and 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 March 18, 2021.

DATED: 3/19/ 2021

Geoffrey G. Souther, Secretary

ARISTALIA D. DUDLEY
Notary Public - New Hampshire
My Commission Expires August 28, 2024

My Commission Expires:

Notary Public

(SEAL)

Client#: 492954 GRANISTA6

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/09/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services LLC
3 Executive Park Drive, Suite 300
Bedford, NH 03110
855 874-0123

CONTACT NAME:
PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Co.	18058
INSURER B : Granite State Healthcare & Human Svc WC	NONAIC
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Granite State Independent Living
21 Chenell Drive
Concord, NH 03301

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Professional Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:	X		[redacted]	02/11/2021	02/01/2022	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$3,000,000
							PRODUCTS - COMP/OP AGG	$3,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			[redacted]	02/11/2021	02/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10K			[redacted]	02/11/2021	02/01/2022	EACH OCCURRENCE	$5,000,000
							AGGREGATE	$5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		[redacted]	02/01/2021	02/01/2022	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured Status is Provided When Required By Contract with respect to the Commercial General Liability.

CERTIFICATE HOLDER

The State of New Hampshire
Department of Education
Vocational Rehabilitation
21 So. Fruit Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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