



NEW HAMPSHIRE
COUNCIL ON
DEVELOPMENTAL DISABILITIES

October 2, 2012

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Council on Developmental Disabilities (the "Council") to enter into an agreement with Donna D. Woodfin, 16 North Spring Street, Concord, NH 03301 (Vendor 224616), in the amount of \$20,000 per year for two years, to conduct data collection, analysis and reporting, utilizing federally-mandated outcome measures, effective on the date of Governor and Council approval, through October 30, 2014.

The source of funds is 100% federal. Funding is available in the following accounts, contingent upon continued appropriation for fiscal year 2014 and 2015 as follows, with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified. In the event that federal funds become no longer available, general funds will not be used to support this contract.

01-97-97-970010-71350000 – Developmental Disabilities Council	
State Fiscal Year 2013 Class 072-50075 Grants Federal	\$20,000
State Fiscal Year 2014 Class 072-50075 Grants Federal	\$17,000
State Fiscal Year 2015 Class 072-50075 Grants Federal	\$3000
Total	\$40,000

EXPLANATION

The New Hampshire Council on Developmental Disabilities (Council) is seeking approval to contract with Donna D. Woodfin for preparation of the comprehensive Program Performance Report to the Administration on Intellectual and Developmental Disabilities, a federal agency within the US Department of Health and Human Services, documenting the activities and accomplishments of the Council and its grantees, utilizing federally-mandated outcome measures, data analysis and reporting requirements. The Developmental Disabilities Assistance and Bill of Rights Act (DD Act) provides federal financial assistance to states to support community-based delivery of services to persons with developmental disabilities to help them maximize their work potential, facilitate their ability to live

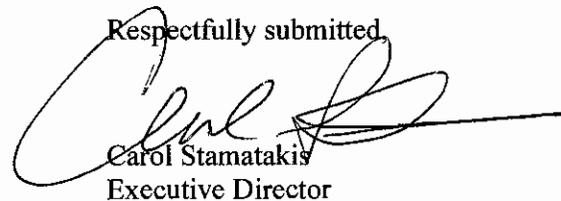
His Excellency, Governor John H. Lynch
and the Honorable Executive Council
October 2, 2012
Page 2

independently, and foster their integration into the community. The NH Council on Developmental Disabilities is the recipient of said funds and subject to detailed programmatic and fiscal reporting requirements. Required report contents are summarized in 42 USC 15025 (c) (7).

This project was placed out to bid by an ad placed in the Manchester Union Leader on August 29, 30 and 31, 2012. Donna D. Woodfin was the only bidder to respond to this project. She is the former Executive Director of the Disability Rights Center of New Hampshire, who has substantial experience preparing reports complying with the reporting requirements of the Administration on Intellectual and Developmental Disabilities. She has done work for the Council in the past and the quality of her work has been exceptional.

The geographic area served by this project is statewide. The source of funds is 100 % federal funds. In the event that federal funds become no longer available, general funds will not be used to support this contract.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Carol Stamatakis', is written over the typed name and title. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Carol Stamatakis
Executive Director

Legal Notice

REQUESTS FOR PROPOSALS

The NH Council on Developmental Disabilities announces the following funding opportunities:

—1. Up to \$20,000 per year for 2 years for organizing statewide and regional associations of employment professionals to expand and improve vocational opportunities for individuals with disabilities and serve as a resource to the businesses.

—2. Up to \$20,000 per year for 2 years for preparing the Annual Program Performance Report of the NH Council on Developmental Disabilities to the federal Administration on Intellectual and Developmental Disabilities.

The deadline for receiving proposals is September 10, 2012.

Information and a copy of the RFP can be found online at www.nhddd.org. Hard copies may be requested by contacting Carol Stamatakis at 603-271-1157 or carol.m.stamatakis@ddd.nh.gov.

NH Council on Developmental Disabilities,
The Walker Building, 21 South Fruit
Street, Suite 22, Concord, NH
03301-2451.

(U1 - Aug. 29, 30, 31)

Subject: Preparing the Annual Program Performance Report of the NH Council on De **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 NH Council on Developmental Disabilities		1.2 State Agency Address 21 South Fruit Street, Suite 22, Concord, NH 03301	
1.3 Contractor Name Donna D. Woodfin		1.4 Contractor Address 16 North Spring Street, Concord, New Hampshire 03301	
1.5 Contractor Phone Number (603) 225-3922	1.6 Account Number 010-097-7135-091-0415	1.7 Completion Date October 30, 2014	1.8 Price Limitation \$40,000
1.9 Contracting Officer for State Agency Carol Stamatakis, Executive Director		1.10 State Agency Telephone Number (603) 271-3236	
1.11 Contractor Signature <i>Donna D Woodfin</i>		1.12 Name and Title of Contractor Signatory Donna D. Woodfin	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Merrimack</u> On <u>9/28/12</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 <i>Elizabeth Kelley</i> [Seal] ELIZABETH A. KELLEY, Notary Public My Commission Expires August 22, 2017			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Elizabeth Kelley, Notary</i>			
1.14 State Agency Signature <i>Carol Stamatakis</i>		1.15 Name and Title of State Agency Signatory Carol Stamatakis, Executive Director	
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: <i>Rosmary Heath</i> On: <u>10-1-12</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.

Contractor Initials ADW
Date 9/28/12

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

Contractor Initials AJW
Date 9/28/12

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
Donna D. Woodfin
SCOPE OF SERVICES

DATE: September 27, 2012

CONTRACT PERIOD: October 1, 2012 or upon approval of Governor and Council - October 30, 2014

CONTRACTOR:
NAME: Donna D. Woodfin
ADDRESS: 16 North Spring Street
Concord, NH 03301
TELEPHONE: 603-225-3922

The CONTRACTOR shall prepare the annual Program Performance Report of the NH Council on Developmental Disabilities to the federal Administration on Intellectual and Developmental Disabilities. Activities shall include, but are not limited to, the following:

Prepare and submit an annual comprehensive Program Performance Report to the Administration on Intellectual and Developmental Disabilities, a federal agency within the US Department of Health and Human Services, documenting the activities and accomplishments of the NH Council on Developmental Disabilities and its grantees, utilizing federally-mandated outcome measures, data analysis and reporting requirements. The Developmental Disabilities Assistance and Bill of Rights Act (DD Act) provides federal financial assistance to states to support community-based delivery of services to persons with developmental disabilities to help them maximize their work potential, facilitate their ability to live independently, and foster their integration into the community. Required report contents are summarized in 42 USC 15025 (c) (7) and described in detail at [http://itacchelp.org/wp-content/uploads/PPR Refresher Powerpoint Nov 30 2011.pdf](http://itacchelp.org/wp-content/uploads/PPR%20Refresher%20Powerpoint%20Nov%2030%202011.pdf)

Scope of work –

- Design and implement analytic procedures to identify, extract and summarize all reportable data from project reports provided by staff and grantees.
- Follow up with staff and grantees to obtain clarification or additional information as needed.
- Analyze and interpret quantitative and qualitative program and financial data and documents activities and outcomes in accordance with federal reporting requirements
- Prepare narrative summaries that clearly document activities and accomplishments.

DDW
10/4/12

EXHIBIT B

PURCHASE OF SERVICES

Agency Name: NH Council on Developmental Disabilities

Program Period: October 1, 2012 or upon approval of Governor and Council through October 30, 2014

Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided, the State shall compensate the Contractor at a rate of \$35 an hour and provide reimbursement of pre-approved expenses up to a maximum total payment of Twenty thousand (\$20,000) dollars per year for two years.

An invoice specifying hours worked with a brief description of the nature of the work must be completed, signed, and returned to the NH Council on Developmental Disabilities, in order to initiate payment. Please deliver or mail the invoice to:

Executive Director
NH Council on Developmental Disabilities
21 South Fruit Street, Suite 22
Concord, NH 03773

*NWW
10/4/12*

EXHIBIT C
SPECIAL PROVISIONS

1. **Insurance:** Given the nature of the Scope of Services, the parties agree to waive the insurance requirement as stated in item no. 14 of the State Form P-37.

NALW
a/28/12

DONNA D. WOODFIN
16 North Spring Street
Concord, New Hampshire 03301
(603) 225-3922 (h)
(603) 491-2619 (c)
ddwoodfin@comcast.net

EMPLOYMENT

1978 – 2007: Disabilities Rights Center, Inc. Concord, NH (NH's Protection and Advocacy System)

1978 – 2002: Executive Director. Responsibilities included strategic planning and evaluation; fiscal oversight; program development and grant writing; public speaking and public relations; liaison to Board of Directors and advisory committees; staff development/hiring; and overall management and performance of seven Protection and Advocacy programs.

2002 – 2007: [Semi-retired] Part-time Assistant to the Executive Director for Program Development and Special Projects. Responsibilities included grant writing; Protection and Advocacy (P&A) grant applications and Program Performance Reports (PPR) reports; planned giving; and special projects, as assigned by the Executive Director.

1978: SAU #49 (Pittsfield, Alton and Barnstead, NH) - Director Title I Program. Hired, supervised and evaluated all Title I tutors in three school districts; planned programs with school principals; developed annual funding proposal; evaluated program; and developed a Parent Advisory Council.

1976 to 1978: Belknap/Merrimack Community Action Program Concord, NH - NH Head Start Advocacy Director. Trained and provided technical assistance on special education rights to six NH Head Start programs representing twenty-seven centers; provided assistance to families with special-needs preschoolers who were entering public schools; developed a *Follow-Through Model* for families and staff; and produced *A Resource Guide: Services for Young Handicapped Children in New Hampshire* for state-wide distribution.

1976: Child and Family Services of NH, Manchester, NH – Co-wrote NH's state mental health plan for children, *Comprehensive Mental Health Plan for Children in New Hampshire* for submission to the National Institute for Mental Health.

1974 – 1976: Substitute Teacher: Concord, Pembroke, Bow

1963 – 1975: Stay-at-home parent

1961-1963: Pembroke School District, Pembroke, NH - First grade teacher

CONSULTANT

2011: Annual Report preparation for New Hampshire Developmental Disabilities Council

CURRENT COMMUNITY ACTIVITIES

EngAGING NH – Board member/Treasurer
Concord Hospital Cardiac Peer Mentor Volunteer
Merrimack County Area Committee on Aging – former Leadership Team member

PAST PROFESSIONAL/COMMUNITY ACTIVITIES (SELECTED)

State Committee on Aging (SCOA)
Quality of Life Council – Member/SCOA Representative
Belknap-Merrimack Community Action Board of Directors
Long Term Care Ombudsman Advisory Committee Chairperson
New Hampshire Developmental Disabilities Council
Institute on Disability Advisory Committees
Robert Wood Johnson Self-Determination Grant Advisory Committee
National Association of Protection and Advocacy Systems Board of Directors/Treasurer
NH Coalition for Handicapped Citizens – Founding Member
Concord Regional Association for Retarded Children - President 3 years
Merrimack County United Way - Citizen Review Committee

EDUCATION

Keene Teachers College - B.A. Education 1962
New Hampshire College - M.S. Human Services Administration 1982

REFERENCES

Provided on request